

Insurance Counsel Journal

April, 1951

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PRE-CONVENTION ISSUE

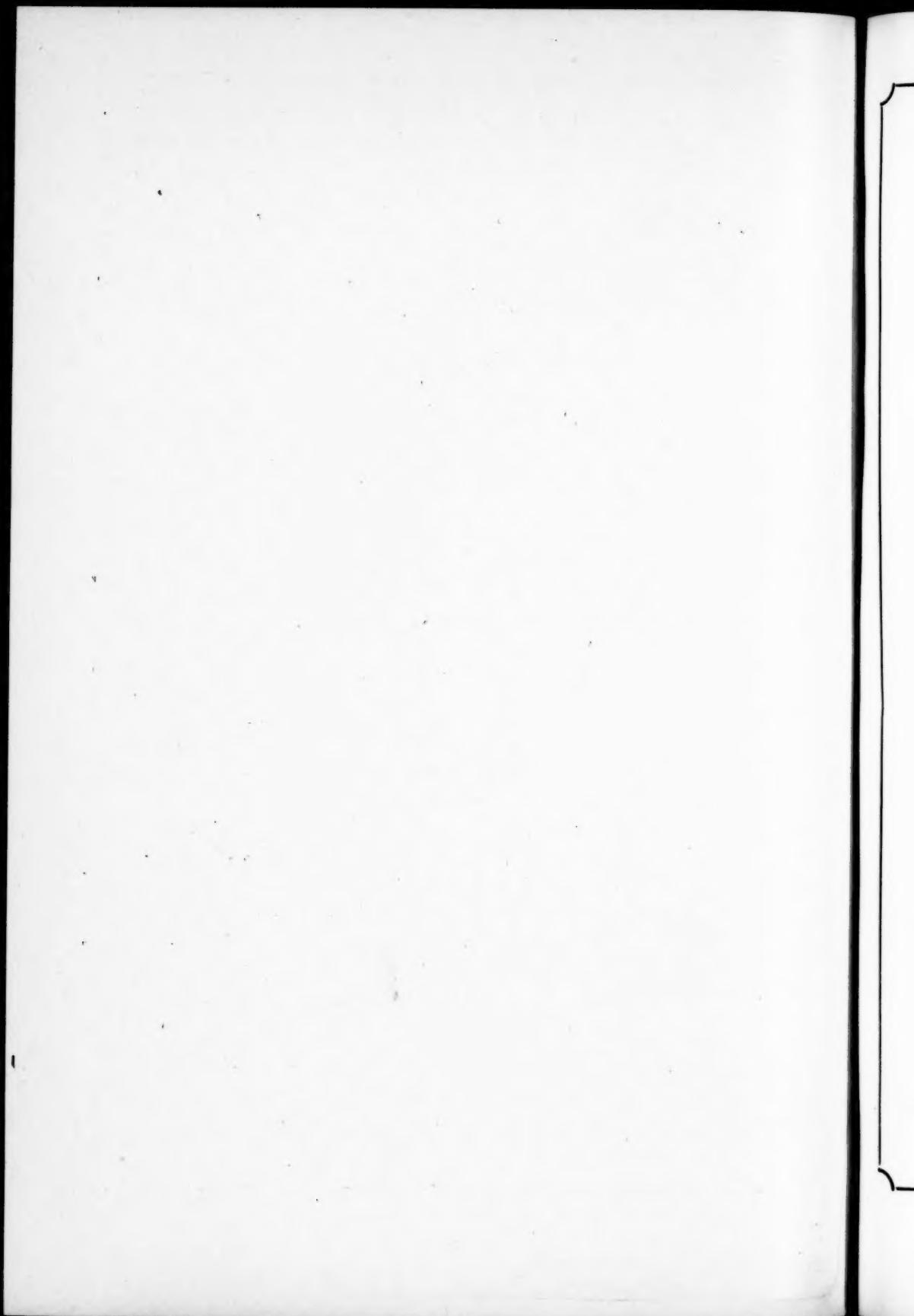
24TH ANNUAL CONVENTION
THE GREENBRIER HOTEL
WHITE SULPHUR SPRINGS, WEST VIRGINIA
JUNE 28, 29, 30, 1951

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MILO H. CRAWFORD	1938-1939	L. DUNCAN LLOYD	1949-1950

PURPOSE

The purpose of this Association shall be to bring into close contact by association and communication lawyers, barristers and solicitors who are residents of the United States of America or of any of its possessions or of any country in the Western Hemisphere, who are actively engaged wholly or partly in the practice of that branch of the law pertaining to the business of insurance in any of its phases or to Insurance Companies; to promote efficiency in that particular branch of the legal profession, and to better protect and promote the interests of Insurance Companies authorized to do business in the United States of America or in any country in the Western Hemisphere; and to encourage cordial intercourse among such lawyers, barristers and solicitors, and between them and Insurance Companies generally.

President's Page

THE Mid-Winter Meeting of the Executive Committee, held at The Palm Beach Biltmore in March was well attended and a great deal of constructive work was accomplished. The summary of the highlights of that meeting (which appears elsewhere in this issue) will, I think, prove interesting and informative, and you are urged to read it.

Plans are about complete for one of the biggest and best (we hope) conventions in our Association's history. We shall have several outstanding guest speakers at our General Sessions and the Open Forums program looks most inviting. On the Entertainment side, Pat Carey has come up with a surprise package in "The International Cabaret" which I feel sure will make a big hit with our members and their "lovely to look at" ladies. May I suggest that you take the time now to read carefully the various convention news items in this issue of the Journal. It is to your interest to do so.

Wives who this year are attending an I. A. I. C. Convention for the first time will, of course, want to attend the reception being planned in their honor. In order that proper arrangements may be completed for this reception, it is requested that each newcomer advise Mrs. L. Denman Moody, Esperson Building, Houston, Texas, Chairman, and also our Secretary, Mr. John Kluwin, 735 North Water Street, Milwaukee 2, Wisconsin, of her intention to attend the Convention.

There's usually some "bitter" to go with the "sweet." It is indeed unfortunate that many of the members and their ladies planning to attend the Convention cannot be given room accommodations at The Greenbrier. I had hoped—and expected—that The Greenbrier would be able to take care of all who wished to come, but the requests for reservations this year have far exceeded the 700 quota given us, (we had 665 in attendance last year), and The Greenbrier advises that it is unable to provide for room accommodations except to those 700 holding confirmed reservations. Those desiring to attend the Convention but who have been unable to secure accommodations at The Greenbrier should make their own arrangements at one of the nearby hotels referred to on page 84 of this issue.

The perennial headache—the shortage of hotel accommodations—is certainly convincing evidence of the popularity of our Annual Meetings.

Because of the limited accommodations available at The Greenbrier, it is *imperative* that The Greenbrier have full information from those

President's Page (Continued)

having confirmed reservations respecting their contemplated mode of transportation to White Sulphur Springs, their planned time of arrival (day and hour), and other data. IT IS ABSOLUTELY NECESSARY THAT YOU ANSWER ALL COMMUNICATIONS FROM THE GREENBRIER PROMPTLY; FAILURE TO DO SO MAY CAUSE YOU CONSIDERABLE INCONVENIENCE AND POSSIBLY THE LOSS OF YOUR RESERVATION.

I am pleased to say that in general the work of our Standing Committees this year has been quite gratifying. Several of these committees have undertaken, and completed in a splendid manner, projects of considerable magnitude and of practical importance to the members of our Association; and I commend them highly on their accomplishments. There are, however, several Standing Committees which have not yet filed their final reports. In order that these reports may be published in the July Journal, it is necessary that these reports be in the hands of your President by June 1. I am anxious that we have 100 per cent performance by our 13 Standing Committees in the discharge of this responsibility. Let us have no laggards—please. May I count on the cooperation of every Chairman, Vice-Chairman and Committeeman in meeting this June 1 deadline?

I wish to express my sincere thanks and appreciation to the members of the Executive Committee, the Chairmen and members of all committees for their hard and time-consuming work and for the splendid support given me. It has been a pleasure to work with you in the interest of our Association.

Time Marches On! Tempus fugit non kum-bak-a-bus! I shall soon be relegated to the ranks of the *Past-Presidents*. It has been a high honor, a great privilege and a distinct pleasure to serve this Association as its President, and I again thank you for the opportunity thus afforded me.

Under the leadership and guidance of my capable successor in office I know that our Association will push on to new frontiers of success. I wish Joe Spray the very best of luck, and I urge each of you to give him the loyal support and enthusiastic cooperation which he deserves.

I'll be seeing you at The Greenbrier come June 28.

WAYNE STICHTER
President.

Convention Announcement

By PRESIDENT STICHTER

**The Greenbrier Hotel
White Sulphur Springs, West Virginia
Thursday, Friday, Saturday, June 28, 29, 30, 1951**

MEMBERS who expect to attend the 1951 Annual Meeting of our Association at The Greenbrier should carefully read the various announcements on this and succeeding pages regarding hotel accommodations and arrangements, the programs at our general sessions and at our open forums, and the plans of our General Entertainment Committee.

**HOTEL ACCOMMODATIONS
AND ARRANGEMENTS**

The first 700 persons making reservations for the Convention have had their reservations confirmed by a letter from our Secretary, and, in addition, they have received, or will receive shortly, a letter from The Greenbrier asking for definite information as to time of expected arrival and departure and as to the mode of transportation to be employed in getting to White Sulphur Springs. *Every member having a confirmed reservation should answer this Greenbrier letter at once. THIS IS URGENT!*

"WAITING LIST" AND CANCELLATIONS. In addition to the 700 confirmed reservations, there is a Waiting List of over 100 persons. None of those on the Waiting List can be accommodated at The Greenbrier unless and until there are cancellations for more than 40 persons. (While The Greenbrier has an inflexible rule against room accommodations for convention groups in excess of 660 persons, it has agreed to abide by its previous commitment to us to take care of the 700 persons to whom our Secretary has given confirmation of reservations with the understanding that no replacements can be made for the first 40 cancellations). In the event of cancellations in excess of 40 persons, those on the Waiting List will be accommodated in the order in which their requests for reservations were received by the Secretary.

If any member who has received a con-

firmed reservation finds that he cannot attend the Convention, immediate notice should be given simultaneously to the Hotel and to our Secretary, John A. Kluwin, in order that the top man on the Waiting List may make use of any available space occasioned by such cancellation. (It will not be possible for a member who finds he cannot attend the Convention to transfer his confirmed reservation to another person; instead any room made available by a cancellation will be given to the top man on the Waiting List). Your cooperation in this regard will be appreciated. Cancellation in advance of the meeting will entitle the canceling member to a refund of one-half of the registration fee previously paid to the Secretary.

The Hotel will hold your reservation only until 12:00 o'clock, noon, Thursday. If, for any reason, your scheduled arrival at The Greenbrier is delayed, you should contact the Hotel immediately and make special arrangements for a later arrival;

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Insurance Counsel Journal
PUBLISHED QUARTERLY BY
INTERNATIONAL ASSOCIATION OF
INSURANCE COUNSEL

GEORGE W. YANCEY, *Editor*

MASSEY BUILDING
BIRMINGHAM, ALABAMA

MILLER MANIER, *Associate Editor*
BAXTER BUILDING
NASHVILLE, TENNESSEE

The Journal welcomes contributions from members and friends, and publishes as many as space will permit. The articles published represent the opinions of the contributors only. Where Committee Reports have received official approval of the Executive Committee it will be so noted.

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otherwise, your room may be given to some member on the Waiting List.

OVERFLOW. The Greenbrier is not in position to arrange for reservations at other hotels. If you are on the Waiting List and desire accommodations at some other hotel in the vicinity of The Greenbrier, you should make your own arrangements by writing directly to such hotel. (You may at the same time retain your spot on the Waiting List in the hope of eventually getting a reservation at The Greenbrier). The three other Hotels in the village of White Sulphur Springs are the Hart, Alvon and West Virginian, each of which will accommodate about 50 persons. In addition, the Hotel General Lewis at Lewisburg, West Virginia, (10 miles from The Greenbrier) and The Homestead at Hot Springs (40 miles from The Greenbrier) afford excellent accommodations.

The Greenbrier will be glad to furnish meals to those registered in other Hotels at the following rates:

Breakfast	\$2.00
Lunch	3.00
Dinner	5.00

These are the same rates as those charged to our members staying at The Greenbrier.

GREENBRIER HOTEL RATES AND MISCELLANEOUS CHARGES

Twin bedded rooms with bath for double occupancy—\$36.00 per day, American Plan.

Twin bedded rooms with bath for single occupancy—\$28.00 per day, American Plan.

Single bedded rooms with bath—\$20.00 per day, American Plan.

Single bedded rooms with connecting bath—\$19.00 per day, American Plan.

Suites—\$10.00, \$15.00 and \$20.00 per day, depending on the size of the parlor.

There are but 56 single bedded rooms at The Greenbrier, 16 of which have private bath and 40 of which have connecting bath. At our 1950 Convention there were 72 single occupancies, 20 persons having to take twin bedded rooms for single occupancy at an extra cost of \$8.00 per person per day. If you happen to have a confirmed reservation calling for the single occupancy of a twin bedded room, it is

suggested that you endeavor to arrange with another member similarly situated for the sharing of one twin bedded room. This would result in a saving to you and your companion of \$8.00 per day to each of you and, what is more important, would make available a room for some member on the Waiting List. The Greenbrier and your Secretary will be glad to assist you in switching from single to double occupancy.

If a cot is put in your room for the use of your child, the charge will be \$3.00 per day, European Plan.

The cost of meals for children is as follows:

Under 8 years of age	\$ 5.00 per day
8 years and over	10.00 per day

The special convention rates mentioned in the above paragraphs will apply to any five consecutive days' stay at The Greenbrier, three of which days must be the convention days of June 28, 29 and 30.

Other charges will be as follows:

Golf—\$3.00 per day; no locker charge; caddy fees—\$2.00 per bag for 18 holes.

Horseback Riding—\$3.00 first hour; \$2.50 for each additional hour.

Corkage Rates—No corkage charge in rooms except for champagne and sparkling wines, which charge will be \$2.00.

Ice—50c.

Room Service for Meals—50c per person.

OTHER INFORMATION. Upon registering at The Greenbrier, you will receive at the Registration Desk a memorandum of miscellaneous information for your guidance. This will cover such matters as hotel accommodations, facilities and rates, and special arrangements with the Hotel with respect to gratuities and membership in the Old White Club. You will also be given a separate memorandum for the use of your wife covering arrangements and activities for the ladies. Be sure to secure these memoranda at the time you register, and be sure you and your wife read both memoranda promptly.

AIRLINE TRANSPORTATION SERVICE. Anyone desiring to fly all the way to White Sulphur Springs should make the necessary arrangements by communicating with Greenbrier Airport Service, P. O. Box 447, White Sulphur Springs, or by telephoning The Greenbrier, Extension 3252.

PROGRAM

THE INTERNATIONAL ASSOCIATION OF INSURANCE COUNSEL ANNUAL CONVENTION—JUNE 28, 29 AND 30, 1951

* * *

WEDNESDAY, JUNE 27

2:00 P.M. Registration of Members and Guests.
2:30 P.M. Meeting of the Executive Committee.

THURSDAY, JUNE 28

8:00 A.M. Continued registration of Members and Guests.
9:00 A.M. General Session: Auditorium.

1. Roll Call and Reading of Minutes.
2. Address of Welcome—Honorable R. A. Crichton, Insurance Commissioner of the State of West Virginia.
3. Response—Stanley C. Morris, Charleston, West Virginia.
4. Report of President.
5. (Address by Speaker yet to be selected)
6. Proposed Amendment to the By-Laws—Franklin J. Marryott, Boston, Mass., Chairman, Membership Eligibility Committee.
7. Announcements:
 - (a) Reception Committee for New Members—Ari M. BeGole, Detroit, Michigan, Chairman.
 - (b) Reception Committee for Wives of New Members—Mrs. L. Denman Moody, Houston, Texas, Chairman.
8. Report of the Secretary—John A. Kluwin, Milwaukee, Wisconsin.
9. Report of the Treasurer—Forrest S. Smith, Jersey City, New Jersey.
10. Report of Memorial Committee—F. B. Baylor, Lincoln, Nebraska, Chairman.
11. Report of the Editor of the Journal—George W. Yancey, Birmingham, Alabama.
12. Reports of Standing Committees.

PROGRAM

THE INTERNATIONAL ASSOCIATION OF INSURANCE COUNSEL ANNUAL CONVENTION—JUNE 28, 29 and 30, 1951

* * *

13. Announcements:

- (a) General Entertainment Committee—L. J. Carey, Detroit, Michigan, Chairman.
- (b) Ladies General Entertainment Committee—Mrs. Milton L. Baier, Buffalo, New York, Chairman.
- (c) Ladies Bridge Committee—Mrs. George Schlott-hauer, Madison, Wisconsin, Chairman.
- (d) Men's Bridge Committee—H. Beale Rollins, Baltimore, Maryland, Chairman.
- (e) Men's Golf Committee — James B. Donovan, New York, N. Y., Chairman.
- (f) Open Forums Committee—Lester P. Dodd, Detroit, Michigan, Chairman.
- (g) President-Elect, Joseph A. Spray.

14. Introduction of New Members.

15. Appointment of Nominating Committee.

16. Announcement by Chairman of Nominating Committee.

17. Adjournment.

12:15 P.M. Ladies' Reception for Wives of New Members, Trellis Lobby.

1:00 P.M. Ladies' Luncheon in Colonnades or Georgian Room.

1:45 P.M. Open Forum: Auditorium.

SUBJECT: "Pre-Trial Practice."

Moderator—Mr. William E. Knepper, of Columbus, Ohio. Chairman Practice and Procedure Committee.

Introduction by the Moderator.

Model Pre-Trial Conference (participating personnel to be announced later).

"The Value of Pre-Trial to the Trial Judge:" by the participating Trial Judge.

Some Practical Experiences with Pre-trial Procedure: Mr. Stanley C. Morris, of Charleston, West Virginia; Mr. Laurent K. Varnum, of Grand Rapids, Michigan, and Mr. Roger H. Smith, of Toledo, Ohio, will also participate.

Audience participation.

P R O G R A M

THE INTERNATIONAL ASSOCIATION OF INSURANCE COUNSEL
ANNUAL CONVENTION—JUNE 28, 29 and 30, 1951

* * *

3:15 P.M.

SUBJECT: "Liability and Insurance for Atomic Energy Operations."

Chairman Presiding: Mr. Ambrose B. Kelly, of Providence, Rhode Island, Chairman Fire and Inland Marine Insurance Committee.

Speakers to be announced.
Audience participation.

6:30 P.M. President's Reception. Cocktails—Spring Room and West Terrace.

8:00 P.M. —Dinner—Colonnades and Georgian Rooms.

9:00 P.M. "The International Cabaret," Auditorium.

FRIDAY, JUNE 29

9:00 A.M. Open Forum: Auditorium.

SUBJECT: "Home Office Counsel—Trial Counsel."

Moderator—To be announced.

"Home Office Counsel Makes Some Random Observations on Local Trial Counsel," Mr. Francis Van Orman, of Newark, New Jersey.

"Trial Counsel Makes Some More or Less Random Observations on Home Office Counsel."

Speaker to be announced.
Discussion from the floor.

10:30 A.M.

SUBJECT: "Government Tax Claims Under Contract Bonds and Government Lien Rights."

Moderator—Mr. Walter A. Mansfield, of Detroit, Michigan, Chairman of the Fidelity and Surety Law Committee.

"The Government Point of View": Honorable Edwin L. Fisher, General Counsel to the Comptroller General of the United States, Washington, D. C.

"The Surety Point of View": George C. Bunge, of Chicago, Illinois.

Audience participation.

PROGRAM

THE INTERNATIONAL ASSOCIATION OF INSURANCE COUNSEL
ANNUAL CONVENTION—JUNE 28, 29 and 30, 1951

* * *

12:45 P.M. Ladies' Bridge and Canasta Luncheon—the Casino.

1:30 P.M. Men's Golf Tournament.

2:15 P.M. Men's Bridge Tournament.—Trellis Room.

6:30 P.M. Humble Humbug's Mint Julep Party—Spring Room and West Terrace.

8:00 P.M. Annual Banquet—Colonnades and Georgian Rooms.

9:00 P.M. "The International Cabaret," Auditorium.

9:00 P.M. Dancing—Grand Ballroom.

SATURDAY, JUNE 30

9:00 A.M. General Session: Auditorium.

1. What Price Freedom—Now?
Dr. Daniel A. Poling, Editor, Christian Herald, New York, New York.
2. Address by Honorable Thomas J. Murphy, Police Commissioner, City of New York. Subject to be announced.
3. Report of the Winners of Golf and Bridge Prizes—L. J. Carey, Chairman, General Entertainment.
4. Report of Nominating Committee.
5. Election of Officers and Members of the Executive Committee.
6. Induction of New President—Joseph A. Spray.
7. Adjournment by President, Joseph A. Spray.

2:00 P.M. Meeting of New Executive Committee.

2:00 P.M. Meetings of Committees appointed by President, Joseph A. Spray, for 1951-52, place of meeting of the various committees to be announced.

The Open Forum Programs

By LESTER P. DODD

Detroit, Michigan

THIS year's Convention will feature four Open Forums dealing with widely diversified subjects. Experience has demonstrated that it is unfair, both to our members and to those who work hard in the preparation of these programs, to conduct two or more forums at the same time. Consequently, the available time has been so divided as to permit each program to be presented without competition and yet leave ample time for the other business and recreational features of the Convention.

By reason of the fact that this issue of the Journal goes to press more than two months in advance of the Convention, it is impossible in a few instances to announce the names of participating personnel. Wherever the program indicates that speakers will be named later, however, you may be sure that top-flight talent will be available.

The opening Forum at 1:45 P. M., on Thursday, June 28th, will be presented by the Practice and Procedure Committee under the Chairmanship of Mr. William E. Knepper, of Columbus, Ohio, who will preside.

This program will feature a model Pre-Trial Conference, to be presided over by a well-known Federal Judge. This actual demonstration of the use of the Pre-Trial Conference in insurance litigation will be followed by a brief talk on the subject given by Mr. Stanley C. Morris, of Charleston, West Virginia. Mr. Laurent K. Varnum, of Grand Rapids, Michigan, and Mr. Roger H. Smith, of Toledo, Ohio, both of whom are well-known to our members and exceptionally well qualified to make interesting and instructive observations on this subject of ever growing importance to the trial lawyer, will also participate.

Following these talks, opportunity will be given for questions and discussion from the floor.

At 3:15 on Thursday afternoon a program will be presented by the Fire and Inland Marine Insurance Committee under the Chairmanship of Mr. Ambrose B. Kelly, of Providence, Rhode Island, who will preside.

The subject will be "Liability and Insurance for Atomic Energy Operations." It will cover the present liability of the Government as evidenced by the McMahon Act, the Federal Court Claims Act, and possible changes which might be made in the Government's liability under legislative amendments. It will also attempt to outline the present liability of insurers under existing insurance contracts, and possible changes in the provisions of such policies.

Although the personnel participating in this program cannot be definitely announced at this time, it is hoped that a member of the Atomic Energy Commission will be present. Certainly, the subject will be presented by well-qualified personnel.

On Friday morning at 9:00 o'clock a well-known Home Office Counsel will make some more or less random observations about local Trial Counsel, and a well-known Trial Lawyer will reverse the process and have a few things to say about Home Office Counsel.

Mr. Francis Van Orman, Vice President and General Counsel of Bankers Indemnity Insurance Company, of Newark, New Jersey, will present a frank paper that is guaranteed to challenge your thoughtful attention and provoke discussion. A well-qualified member of the Trial Counsel Fraternity (name to be announced later) will present some pertinent observations in reply. A brief period of open discussion will follow.

Last year's program dealing with a generally similar subject grew so popular, and the Open Forums Committee has had so many requests for more of such discussion that we are sure no member will want to miss this feature.

At 10:30 on Friday morning, the Fidelity and Surety Law Committee, with Chairman Walter A. Mansfield, of Detroit, Michigan, presiding, will present a program having to do with "Government Tax Claims Under Contract Bonds and Government Lien Rights."

This subject is no doubt one of the liveliest and timeliest that could be presented to those interested in surety law problems.

The frequency with which conflict arises with respect to the Government's right to off-set all accrued tax indebtedness of a contractor in cases in which the Government is the owner, and its right of lien against contract balances when it is not the owner, makes this subject one of prime importance to all lawyers.

Presenting the Government point of

view will be the Honorable Frank Yates, Assistant Comptroller General of the United States. Responding and presenting the Surety point of view will be Mr. George C. Bunge, of Chicago, Illinois. Following the talks to be given by these two eminently qualified gentlemen, opportunity will be afforded for questions and discussion from the floor.

Entertainment

YOUR General Entertainment Committee has planned to provide you with a complete program of enjoyment for the hours you are free from the serious considerations of the official program of the Convention.

The ladies (God bless 'em) will start off with the "Reception for Wives of New Members," which includes wives attending for the first time, at 12:15 noon on Thursday, the opening day of the Convention. This event will be held in the Trellis Lobby just south of the Ballroom. All wives attending our Convention for the first time should so report to Mr. John Kluwin, Secretary, as soon as possible, or to Mrs. L. Denman Moody, Houston, Texas, Chairman of this Committee, so that they may be properly introduced at this event.

A Ladies' Bridge and Canasta Luncheon will be held on Friday at 12:45 P. M. at the Casino, with Mrs. Betty Schlotthauer of Madison, Wisconsin in charge. This affair promises to be interesting to all and profitable to some.

The Reception for New Members (male) will take place at the opening session and the Men's Golf and Men's Bridge Tournaments will provide adequate physical exercise for our vigorous males and mental exercise for the not so vigorous men. The prizes are "lush" as always. The time and place will be announced in the Program.

The President's Reception on Thursday night will be the same quiet affair as in

the past, but more enjoyable for all if we can find a way to shorten the line. (Meaning both the Reception line and the "line" they hand out).

The Annual Banquet on Friday night will be wonderful, but no one will notice much . . . as usual. We faintly suspect that it may be preceded by the Humble Humbugs Mint Julep Party . . . if the "mint" is ripe enough.

The "Big Surprise" (which we hope will be a pleasant one) is still pretty much a "militant" secret, but its name will probably be "The International Cabaret."

There will be talent "galore" from Maine to Texas and you may be a part of it. So get "tuned up" and all set to go. Ship all "props" or "costumes" directed to the Association at the hotel and they will be held for your arrival. Acts already booked are Duncan's "Lloyds of London," Gallagher's "One Piece Band," Tiny's "Tiny Tots from Texas," Yancey's "I Did It Again," and "Carey's Carols." (Or a reasonable facsimile thereof or a complete substitution therefor).

Buy your tickets in advance. It's worth twice the price.

We'll be seeing you!

PAT CAREY, *Chairman*
PETER REED, *Vice Chairman*
JOHN J. WICKER, JR., *Vice Chairman*

Mid-Winter Meeting Of The Executive Committee

THE Mid-Winter Meeting of the Executive Committee of The International Association of Insurance Counsel was held at the Palm Beach Biltmore, Palm Beach, Florida, on March 12, 13, 14 and 15, 1951.

The following Officers and Members of the Executive Committee were present:

Officers

Wayne E. Stichter, President, Toledo, Ohio.
 Joseph A. Spray, President-Elect, Los Angeles, California.
 Harlon Don Carlos, Vice-President, Hartford, Connecticut.
 John A. Kluwin, Secretary, Milwaukee, Wisconsin.
 Forrest S. Smith, Treasurer, Jersey City, New Jersey.
 George W. Yancey, Editor, Birmingham, Alabama.
 Miller Manier, Associate Editor, Nashville, Tennessee.
 L. Duncan Lloyd, Retiring President, Chicago, Illinois.

Executive Committee Members

John L. Barton, Omaha, Nebraska.
 Lester P. Dodd, Detroit, Michigan.
 Ernest W. Fields, New York, New York.
 J. A. Gooch, Fort Worth, Texas.
 Robert P. Hobson, Louisville, Kentucky.
 Franklin L. Marryott, Boston, Massachusetts.
 Stanley C. Morris, Charleston, West Virginia.
 Royce G. Rowe, Chicago, Illinois.
 Leo B. Parker, Vice-President, of Kansas City, Missouri, and Robert N. Nelson, Executive Committee Member, of Memphis, Tennessee, were unable to be present. Leo was tied down in Kansas City by the trial of an important tax case which he strenuously endeavored to postpone, but could not; and Bob was tied down in bed with the flu.

On Monday, March 12, meetings were held throughout the day by various sub-committees for the formulation of reports and recommendations to be submitted to the Executive Committee.

CONVENTION ARRANGEMENTS

President Stichter reported on the tentative arrangements which had been made

with The Greenbrier for the 1951 Annual Meeting; and L. J. (Pat) Carey, Chairman of the General Entertainment Committee, outlined his Committee's plans for entertainment.

One of the troublesome problems discussed by the Executive Committee grew out of the great number of requests by our members this year for hotel reservations beginning a day or two in advance of the Convention. It so happens that The Greenbrier has two other conventions checking out on Wednesday, the day preceding our Annual Meeting. (These other conventions had been booked by The Greenbrier prior to our booking). Consequently, The Greenbrier will not be able to accommodate on Wednesday every member who has requested a reservation for that day, although it will be in position to provide rooms to the vast majority. (If you hold a Wednesday reservation and are advised by The Greenbrier that it will be unable to accommodate you before Thursday morning, you should understand that the physical limitations of the hotel have made it impossible to give you room space on Wednesday; in such case you should also understand that those members who are given rooms on Wednesday obtained their priority simply because they made their reservations with our Secretary before you did.)

Details of the general arrangements with The Greenbrier and of Pat Carey's entertainment plans appear on pages 84 and 91 of this issue.

SECRETARY'S REPORT

The Secretary submitted his report covering the period from July 8, 1950, to March 5, 1951, as follows:

Resignations	18
Deaths	13
Members Dropped for Non-payment of Dues	0
Reinstatements	2
New Members	50
Total Number of Members	1,436

Thus, the net gain for the period is 21 members.

At the present time we have 31 applications which are in various stages of processing. However, before this present meeting adjourns, I sincerely trust that a sub-

stantial portion of these applications will be disposed of.

Since our last meeting the Secretary has established an entirely new system for keeping a record on each member and his

activities. This record is now in the process of being set up, and it will probably be several months before it can be finally completed.

TREASURER'S REPORT

Forrest S. Smith presented his Treasurer's Report covering the period from November 1, 1950, to February 28, 1951 as follows:

Balance at Oct. 31, 1950:

Cash:

On demand deposit (\$3,160, registration fees for 1951 Convention included)					\$ 3,531.75
United States Bonds:					
Defense Series G:					
Maturing February, 1954	\$ 5,000.00				
Maturing February, 1955	10,000.00	15,000.00			\$18,531.75

Receipts:

Dues	\$19,230.00
Registration fees for 1951 Convention	490.00
Subscriptions to Journal	171.54
Fees, applications for membership	540.00
Interest on "G" Bonds	187.50
	20,619.04

Disbursements:

Secretary's office expense	\$ 1,312.75
Treasurer's office expense	496.23
Refund, registration fees to Convention	5.00
Refund, application fees	75.00
Journal expense	1,897.71
	3,786.69

Excess receipts over expenditures for period

Balance at February 28, 1951

\$16,832.35

\$35,364.10

Accounted for as follows:

Cash:

On demand deposit	\$20,364.10
United States Bonds:	
Defense Series G:	
Maturing February, 1954	5,000.00
Maturing February, 1955	10,000.00
	\$35,364.10

As of March 8, 1951, 1,313 members had paid their 1950-51 dues and 86 had not.

The Executive Committee discussed the steadily increasing costs encountered in the various phases of the Association's activities and operations, and it considered ways and means of meeting these mounting expenses. Some Executive Committee members favor an increase in dues; some favor raising the registration fee; and others favor an increase in both dues and registration fee. No definite action was taken to provide additional revenue at this time. However, the Finance Committee was instructed to study the problem and submit its report and recommendations at the next Executive Committee meeting in June, 1951.

MEMBERSHIP ELIGIBILITY

Upon a careful study of the practical operation of Article III of the By-Laws,

the Membership Eligibility Committee felt that the "immediately preceding" clause of this Article worked a hardship and an injustice in the case of those applicants for membership who are in all other respects eligible for membership but whose five years of representation of insurance companies have not "immediately" preceded the date of their applications for membership. The Membership Eligibility Committee therefore recommended that Article III be amended so as to make such applicants eligible. Thereupon, the Executive Committee unanimously adopted the resolution which appears on page 95 infra. The question as to whether the amendment proposed by this resolution shall be adopted will be presented to the Association for determination at the Annual Meeting.

The Membership Eligibility Committee pointed out that under the rule now in effect, salaried field trial attorneys are ineligible for membership and recommended that this rule be continued in force until such time as the Home Office Counsel Committee sees fit to recommend a change therein. This recommendation of the Membership Eligibility Committee was approved and adopted by the Executive Committee. The Membership Eligibility Committee also made some excellent recommendations for improvement in the processing of applications for membership, and these recommendations were also approved and adopted by the Executive Committee.

The Executive Committee discussed the advisability of limiting the number of Association members from any one insurance company, but no definite action was taken to impose any limitation at this time. However, the Executive Committee did instruct the Membership Eligibility Committee and the Home Office Counsel Committee to explore the matter and submit at the next Executive Committee meeting a proposal to limit the number of members per insurance company on some equitable basis. These two committees were also instructed to give further consideration to the rules pertaining to the eligibility of Branch and Regional Claims Managers.

The Executive Committee decided not to continue the practice inaugurated last year of presenting Patron of St. Ives Certificates to new and old members of the Association.

THE JOURNAL

On the recommendation of the Journal Committee, the Executive Committee decided that a one-page questionnaire should be sent to the entire membership asking for the following information:

- (1) General suggestions for the Journal;
- (2) Suggested subjects for Journal articles; and
- (3) Suggestions as to persons able and willing to write Journal articles.

It was also decided that the April, 1951 issue of the Journal should be distributed in May as the Pre-Convention Issue and that the issue which normally comes out July 1 should be postponed until August in order that it may carry the full report on the Convention proceedings.

PROGRAM

The Chairmen of the Committees on Convention Program and Open Forums gave some very interesting reports on their plans for the Annual Meeting. These reports were enthusiastically received by the Executive Committee members.

(An interesting pre-view of the General Session and Open Forum programs will be found on pages 86-89 and 90-91 of this issue).

STANDING COMMITTEES

The ex-officio member of each standing committee reported to President Stichter that he had been in contact with his Chairman who had informed him that the final report of his Committee was either being prepared or had been prepared, and that it would be filed in time for printing in the July issue of the Journal. This means that all such reports must be in the hands of the President by June 1.

A discussion then ensued regarding the practice of some Chairmen to prepare and file reports of their committees without first submitting the same to their committee members for approval or suggested changes. The Executive Committee feels that each committee report should represent the views and recommendations of the entire committee; that the proposed report of each committee should be prepared by the Chairman and submitted to his committee members in ample time to afford them an opportunity to study it and make such comments and suggested changes as they feel desirable; and that no committee member's name should be affixed to the committee's final report without his full concurrence in, and approval of, such report. The Executive Committee adopted a resolution to this effect and instructed the Secretary to notify each Committee Chairman of its action in this regard.

Your Executive Committee decided to explore and study the possibility of coordinating the work of our various standing committees with that of similar committees of the Insurance Section of the American Bar Association, and a committee is being appointed by President Stichter to consider the undertaking of such project on a participating basis.

CONVENTION SITES

The Convention Site Committee reported on the various hotels available

for the Association's Annual Meeting in 1952, and several hotel representatives appeared before the Executive Committee to extol the many virtues and pleasant vices of their respective establishments. In passing, it should be said that there are few—very few indeed—hotels in the country which can meet our convention requirements as to size, geographical location and accessibility of hotel, season of year, and quality of accommodations, facilities and service; and some of these few hotels who

could meet these prerequisites just don't want a convention of our size. It can therefore be appreciated that the selection of a suitable convention site is attended with considerable difficulty.

At the close of the meeting, President Stichter expressed his sincere thanks and appreciation to the members of the Executive Committee for their splendid cooperation and for their conscientious consideration of the many Association matters on the Mid-Winter Agenda.

Notice of Proposed Amendment to By-Laws of the International Association of Insurance Counsel

The Executive Committee at its Mid-Winter Meeting unanimously adopted the following Resolution:

* "WHEREAS, the Executive Committee believes that Article III of the By-Laws, which has required applicants to establish that they have been devoting a substantial proportion of their professional time to the representation of insurance companies for a period of five (5) years *immediately* preceding the date of the application, occasionally operates to deny admission to membership to those who should be admitted; for example, those who are in all other respects eligible but who have been either a judicial or administrative officer or a member of the Armed Services for a period immediately previous to the date of their applications;

"NOW, THEREFORE, BE IT RESOLVED that:

"1. The question of changing Article III of the By-Laws by removing the requirement that the five (5) years of in-

surance practice *immediately* precede the application should be submitted to the next annual meeting.

"2. This committee recommends that Article III of the By-Laws be amended by deleting therefrom the word "the" and the word "immediately" so that the portion of Article III which relates to the aforesaid requirement of five years of insurance practice, as amended, will read as follows:

" . . . and who devotes and has devoted for five years preceding his application for membership a substantial portion of his professional time to the representation of insurance companies . . . "

NOTICE IS HEREBY GIVEN pursuant to Article XVI of the By-Laws that the Executive Committee will present the proposed amendment set forth in paragraph "2" above for approval at the annual meeting of the Association to be held at The Greenbrier, White Sulphur Springs, West Virginia, on June 28, 29 and 30, 1951.

JOHN A. KLUWIN, *Secretary*.

Announcement

"No application for membership received by the Secretary *after* March 28, 1951 will be balloted upon *until after the Annual Meeting Has Adjourned*.

"Furthermore, no pending application for membership which was received by the

Secretary *on or before* March 28, 1951 will be balloted upon *until after the Annual Meeting has adjourned* unless the investigation and processing of such application has been completed in time to permit balloting by May 28."

NOTICE

To Chairmen, Vice-Chairmen And Members Of All Standing Committees

JOHN A. KLUWIN, *Secretary*

At the mid-winter meeting of this Association held in Palm Beach, Florida, in March, President Stichter reported that his attention had been called to the fact that occasionally committee reports were submitted by the Chairmen of the respective committees without first submitting the report to all of the members on the committee, although all the names of the committee members appeared at the end of the report.

The Executive Committee has instructed me to call this matter to your attention,

and I trust that you will cooperate to the fullest extent by submitting each report to your committee members in ample time to afford them an opportunity to study it and make such comments and suggested changes as they feel desirable, and no committee member's name should be affixed to the committee's final report without his full concurrence in and approval of such report.

President Stichter further requests that such report be in final form and filed with him in triplicate on or before June 1, 1951.

White Sulphur Springs, West Virginia

24th Annual Convention

June 28, 29, 30, 1951

The Greenbrier Hotel

Apportionment of Loss Between Co-Insurers Where Literal Application of Policy Provisions Leaves Insured Partially Uncompensated

RICHARD S. GIBBS
Milwaukee, Wisconsin

WHEN two policies of insurance cover the same ownership interest in the same property against the same risk, but those policies have different "limits of liability" and different "apportionment clauses," which, if literally applied, would leave the insured partially uncompensated, how shall the loss be apportioned between these co-insurers?

This is the question that confronted the U. S. Court of Appeals for the 7th Circuit in *Bergstrom Paper Company vs. Continental Insurance Company, et al.*, 174 F. 2d 636 (CA 7, 1949). Inability of counsel for any of the parties to locate directly analogous cases indicated by their failure to cite any, infers that this is a case of first impression.

An explosion occurred in the plaintiff's powerhouse causing approximately \$75,000 damage. This loss was covered by:

1. A standard fire insurance policy issued by Continental with coverage not exceeding \$400,000.
2. The policy issued by Hartford covering accidents to objects described in the policy with limits not to exceed \$100,000 per accident.

On the trial it was found that the explosion was within the coverage of both policies. The trial court apportioned the loss equally between the two insurers.

Each of the policies of insurance contained a so-called apportionment clause. The pertinent provision of the Continental's apportionment clause provided:

"This Company shall not be liable for a greater proportion of any loss from any peril or perils included in this endorsement . . . (2) . . . than the amount of insurance under this policy bears to the amount of all insurance, whether valid or not and whether collectible or not, covering in any manner such loss; . . ."

The applicable apportionment clause of the Hartford policy provided:

"In the event of a property loss to which both this insurance and other insurance carried by the Assured apply,

herein referred to as 'joint loss,' (a) the Company shall be liable only for the proportion of the said joint loss that the amount which would have been payable under this policy on account of said loss had no other insurance existed, bears to the combined total of the said amount and the whole amount of such other valid and collectible insurance; . . ."

A literal application of each of these apportionment clauses would have resulted in the payment by Continental of approximately \$60,000 towards the total loss and a similar payment by Hartford of approximately \$12,000. Thus, there would have been a substantial gap between the insured's recovery and the amount of its actual loss. There would have been no such gap had the plaintiff assured carried only one of these two policies of insurance.

The problem that confronted the court was the reconciliation of two rather basic principles. First of all, it is well recognized that apportionment clauses must be given effect as valid contractual agreements. *Kisow vs. National Liberty Ins. Co.*, 220 Wis. 586, 265 N. W. 569 (1936); 6 Appelman Insurance Law and Practice, 270. As stated by the Iowa Supreme Court in *Globe National Fire Ins. vs. American Bonding and Casualty Co.* 205 Iowa 1085, 217 N. W. 268 (1928):

"In later years the policy forms of insurance companies have quite universally incorporated in their policies a pro rata clause and limited liability of the insurer to the proportionate amount of the loss. Where the policies contain such a stipulation, it has been universally held that no recovery can be had against the co-insurer in excess of its proportionate amount of the loss."

The second basic principle is that the contribution clauses shall not be construed in such manner as to throw loss upon the insured against which he would have been fully protected in the absence of such provisions. *Employers Cas. Co. vs. Bagley Co.*, 197 S. W. 2d, 536 (Texas, 1945); *Kiefer Tanning Co. vs. Alliance Insurance Co.* 266 Ill. Appeals 362 (1932).

In the particular situation presented here, Hartford took the position that the dispute should be resolved in a manner that would work substantial justice and equity to all concerned; that the policy provisions should be recognized so far as possible and that the court should not rewrite the policy provisions in such manner as unreasonably to extend the liability of either insurer. Compare *Page vs. Sun Insurance Office*, 74 Fed. 203 (CA 8, 1896) and *Grollimund vs. Germania Fire Ins. Co.*, 83 Atl. 1108 (N. J. 1912). Accordingly, Hartford asserted that, first the policy provision should be strictly applied; that thereafter the resulting gap should be closed by an allocation of the amount of the gap between the insurers in the same proportion to which they had contributed to the major portion of the loss. In the instant case the result would have been the payment by Continental of an additional sum of approximately \$2,500 and by the Hartford of an approximate additional \$500.00.

The Continental, in effect, took the position that for the purposes of allocation of the loss, the apportionment clauses could be disregarded. It urged to the court the adoption of a so-called "limits of liability rule" which is one of four apportionment rules suggested by the National Board of Fire Underwriters in a bulletin of January, 1934. Under this formula the limits of liability of each insurer for the particular loss is first determined. If the total loss was in excess of these combined limits of liability each company paid its limit. If the loss was less than the total limits it would be apportioned among the companies proportionately to their respective limits. Under this formula, however, the term "limits of liability" is not that commonly used as indicating the face of the policy but rather the total which the insured would have to contribute to that particular loss. Thus, in the instant case either insurer would have been liable for \$75,000.00 had there been no other insurance. \$75,000, then, is the limit of liability of each insurer under this formula. The result of application of this theory would be an exactly equal sharing of the loss between each insurer in this case. It is to be noted that this is the result reached by the trial court without any reference to such a formula. The trial court simply stated that it reached the result by application of the respective apportionment clauses.

The Court of Appeals held that the District Court had been in error. It directed that Continental pay 4/5 of the loss or the amount which it would be obligated to pay according to the literal application of its apportionment clause. The Hartford was required to pay the difference, made up of the amount literally payable under its apportionment clause plus the resulting gap. The court said:

"We think this 'gap' should be made good by Hartford rather than apportionment between both defendants, as Hartford contends, because the 'gap' arises from a peculiarity in the Hartford apportionment clause and because the facts do not warrant an extension of Continental's liability beyond the limit fixed by the Continental apportionment clause. . . ."

There appears to be a good deal of merit to the result reached by the Court of Appeals. It requires each insurer to pay in accordance with the obligation literally assumed by it and thus applies the terms of the contracts as nearly as may be. It imposes the additional responsibility upon the insurer whose apportionment clause in this instance was of such nature that it was almost bound to result in the assured not being made whole if literally applied.

The rules recommended by the National Board of Fire Underwriters are intended primarily, at least, for application to situations in which the policies of insurance are of the same basic type. In the present case the policies are of different forms and actually cover somewhat different hazards. Under those circumstances it is felt National Board of Fire Underwriters' recommendations are normally inappropriate. Some companies may feel that those recommendations are meritorious and applicable in cases of this type. The writer suggests that in those instances the companies either reword their policy provisions to incorporate the recommendations or make collateral agreements effecting the same result with other similarly-minded companies. The effect would be to at least give the recommendations some legal standing for those who desire it.

The writer is of the view that in cases typified by the present situation, the result reached is equitable and desirable. It is felt that the decision of the 7th Circuit points the way to a sound settlement of any similar disputes in the future.

A Question of Fact for the Jury

LAURENT K. VARNUM

Grand Rapids, Michigan

THE general practice of life insurance companies of attaching to the policy a reduced photostatic copy of the application frequently creates a question of fact for the jury in cases where the company would otherwise be entitled to a directed verdict. This causes the trial lawyer, who ordinarily knows very little about home office routine, but who is quite familiar with the sympathy most juries have for beneficiaries, to wonder whether the money saved in paper pays for the resulting adverse verdicts.

Take a typical case, where the applicant for life insurance denies that he has consulted physicians or been in a hospital or has had a serious disease. The policy is issued and he dies within the contestable period. In a suit on the policy the defendant is able to establish beyond question that the representations in the application were false and fraudulent, and that had the true facts regarding the insured's health been known the policy would not have been issued. On the face of it the defendant is entitled to a directed verdict.

The plaintiff, however, has raised a wholly collateral question. When the policy was introduced the plaintiff reserved the right to object to any defense based on false representations because he claims the reduced photostatic copy of the application, which was attached to the policy, is not legible. He calls on eye specialist, who testifies that in his opinion the copy cannot be read with ease by a person with normal eyesight. This raises a question of fact upon which issue the jury decides the entire case.

This is not an isolated situation. Statutes of many, if not most of the states in the Union, require that a copy of the application be attached to every life insurance policy. If a copy is not attached the insurer is precluded from asserting any false representations in the application as ground for cancellation or as a defense to a suit on the policy. (See on this point cases collected in the annotation in 93 A. L. R. at pages 374 et seq.).

In construing these statutes the courts quite generally agree that the requirement of the statute is not fulfilled unless the

copy of the application attached to the policy is legible. This point has been raised in Alabama (*American Life Ins. Co. v. Buntyn*, 148 So. 617; *N. Y. Life Ins. Co. v. McCarthy*, 22 Fed. 2d 241); in Iowa (*N. Y. Life Ins. Co. v. Miller*, 73 Fed. 2d 350); in Kentucky (*Fidelity Mutual Ins. Co. v. Preuser*, 195 Ky. 271, 242 S. W. 608); in Michigan (*Eastman v. Metropolitan Life Ins. Co.*, 228 Mich. 125, 199 N. W. 655; *Janunas v. Metropolitan Life Ins. Co.*, 239 Mich. 150, 214 N. W. 117); in Minnesota (*First Trust Co. of St. Paul v. Kansas City Life Ins. Co.*, 79 Fed. 2d 48); in Pennsylvania (*Arter v. Northwestern Mutual Life Ins. Co. of Milwaukee*, 130 Fed. 768; *Enelow v. N. Y. Life Ins. Co.*, 83 Fed. 2d 550; *Ruhlin, et al. v. N. Y. Life Ins. Co.*, 106 Fed. 2d 921; *N. Y. Life Ins. Co. v. Halpern*, 57 Fed. 2d 200; *Adamos v. N. Y. Life Ins. Co.*, 5 Fed. Supp. 1019); in South Dakota (*N. Y. Life Ins. Co. v. Wolf*, 85 Fed. 2d 162); and probably in other jurisdictions.

New York Life Ins. Co. v. Miller, 73 Fed. 2d 350, is a typical case where the insurance company was apparently entitled to a directed verdict if the copy of the application attached to the policy was legible. This was the sole question submitted to the jury who found for the plaintiff upon instructions by the Court that the test of legibility was whether a person with normal vision could read the copy with a fair degree of certainty. This case was affirmed on appeal.

The test applied in the two Michigan cases above cited is whether the copy can be read by the normal eye under normal conditions with reasonable ease. In the Kentucky case (*Fidelity Mutual Ins. Co. v. Preuser*, *supra*) the photostatic copy was sixty per cent as large as the original and on demurrer the Court held that it was not legible because it could not be read with ease, but that it required a person of more than ordinarily good eyesight to read all parts of the copy.

Photostatic reductions to sixty per cent are not unusual. A brief comparison of type sizes will show what this does to the legibility of the copy. For instance, if the

original is printed in 8 point type, the size ordinarily used in newspaper text, the photostatic reproduction will be smaller than 5 point, the type used in want ads and legal advertisements. Further, if parts of the original application are in 5 point type, those parts when reduced to sixty per cent will be only 3 point, which is the smallest size a person of normal vision can be expected to read.

In view of this situation, it is not by any means difficult for the plaintiff's attorney to obtain expert testimony attacking the legibility of the reduced copy and thus create a question for the jury. This is especially true when we consider that the ordinary photostat, having a black back-

ground, is generally conceded to be more difficult to read than black letters on white paper. There is, of course, the further danger that the photostat may be blurred or faded and thus not present the sharp contrast of the original printing.

Of course, where the copy of the application attached to the policy is plain and readable and especially where no evidence is offered to the contrary, there is no question for the jury. (*New York Life Ins. Co. v. Wolf*, 85 Fed. 2d 162; *Bellestri-Fontana v. New York Life Ins. Co.*, 234 Mich. 424, 208 N. W. 427). These latter cases indicate that perfect full-sized photostatic copies would eliminate any question of fact for the jury on this collateral issue.

Release of One Joint Tortfeasor Under Uniform Contribution Among Tortfeasors Act

JOE C. BARRETT

Jonesboro, Arkansas

THE Uniform Contribution Among Tortfeasors Act was prepared by the National Conference of Commissioners on Uniform State Laws and promulgated by it in 1939. This Act has been adopted in six states and the Territory of Hawaii. The six states adopting the Act are Arkansas, Maryland, Michigan, New Mexico, Rhode Island and South Dakota. The Act has been on the statute books in these jurisdictions for such a short time that comparatively few cases appear in the official reports bearing upon the interpretation and effect of the Act. The most difficult problem confronting an insurance carrier arises under those circumstances where settlement with the injured party is desirable, but general release of all joint tortfeasors cannot be obtained in such settlement.

From the Commissioners' notes accompanying the Act in 9 ULA 161 it would appear that draftsmen for this Act did not intend to permit one joint tortfeasor to escape liability for contribution to the other by a settlement with an injured party. The Commissioners' notes relating to Sec. 4¹ of the Act dealing with the effect

of release on injured persons claim read as follows:

"This Section is intended to change the common-law view under which a release given by an injured person to one of two or more tortfeasors automatically releases the others. Since this result may be avoided anyhow by giving a covenant not to sue instead of a release, it was thought wise to obviate what must frequently be considered a technical pitfall by an injured person who releases one of two or more joint tortfeasors for a certain sum, presumably approximately the released person's share of the damage, intending to pursue his claim against the others. The direct bearing which this change has on contribution among tortfeasors, in view of such releases and partial settlements is apparent.

The second clause of this Section is included simply to emphasize the fact that a release of one tortfeasor will benefit the others by reducing the claim against them in the amount of the consideration paid therefor, or in the amount or proportion by which the release provides that the total claim may be reduced, whichever is larger.

¹Reference is to Section numbers in 9 ULA 161. State enactments may carry different numbers.

Suppose P is hurt, apparently by the concurrent negligence of A and B. He wishes to pursue his remedy against B but wants to let A off lightly. For \$100 paid he releases A and then sues B. The jury might fix P's damages and the Court might then deduct \$100 from the amount of the verdict for P against B of \$2000, the court would enter judgment for \$1900. Although this could be handled by introducing evidence before the jury of a payment of \$100 and by letting the jury take that into account in fixing P's damages, this method would be less satisfactory than the solution suggested in the previous sentence.

Under each alternative of the second clause of this Section, A, the tortfeasor to whom a release is given, should be credited in any contribution proceedings against him, with the amount by which the injured person's, P's, claim is reduced in accordance with the Section. Thus, if the release mentions no amount or proportion by which P's claim against B is reduced, but A paid P \$100 for his release, then if the jury awards P \$2000 damages against B, P should get judgment for only \$1900. Then in B's action against A for contribution, if A does not dispute the amount of P's recovery against B, or, if he disputes it, is unsuccessful in getting that amount lowered as the basis of the claim for contribution, B should be allowed to recover \$900 from A as contribution. The explanation is that the "common liability" is for \$2000, of which A has already paid \$100. In contribution proceedings between two tortfeasors where no apportionment of fault takes place and where the damages of the injured person are \$2000, the paying tortfeasor should be able to shift one-half of the burden, or \$1000, to the non-paying tortfeasor. But if the non-paying tortfeasor had already paid \$100 to the injured person, thereby lowering the other tortfeasor's liability by that amount, he should have credit for the payment in contribution proceedings."

Section 4 of the Act makes it plain that release of one joint tortfeasor does not discharge the other unless the release so provides. Section 5 of the Act, however, deals with the effect of a release of one joint tortfeasor on the right of contribution to another joint tortfeasor. That section reads as follows:

"A release by the injured person of one joint tortfeasor does not relieve him from liability to make contribution to another joint tortfeasor unless the release is given before the right of the other tortfeasor to secure a money judgment for contribution has accrued, and provides for a reduction, to the extent of the pro rata share of the released tortfeasor, of the injured person's damages recoverable against all the other tortfeasors."

The Commissioners' notes accompanying Section 5 add little to the Section in so far as interpreting the effect of the section is concerned. It is noteworthy that Section 5 is stated in the negative. The clear inference is that the tortfeasor released in a manner provided by Section 5 is discharged from all other liability either to the injured party or by way of contribution to another joint tortfeasor.

The question then arises as to when the right of "the other joint tortfeasor to secure a money judgment for contribution has accrued." The provision of the Act apparently dealing with "accrual" of the right to contribution is Section 2 (2), which provides:

"A joint tortfeasor is not entitled to a money judgment for contribution until he has by payment discharged the common liability or has paid more than his pro rata share thereof."

It would seem, therefore, that before one joint tortfeasor is entitled to a money judgment for contribution against another, he must have discharged the common liability by payment or must have paid more than his pro rata share thereof. The writer's search of reported cases in the six states which have adopted the Uniform Act reveals cases only from the State of Arkansas dealing with the effect of a release of one joint tortfeasor. These are:

Lacewell v. Griffin, 214 Ark. 909, 215 SW (2d) 227, and

Giem v. Williams, Administrator, 215 Ark. 705, 222 SW (2d) 800.

In the Lacewell case one Felker was a passenger on a bus owned and operated by Griffin and Robertson d/b/a Cowen Bus Line. There was a collision between the bus and a truck owned and operated by Lacewell. Lacewell paid Felker \$2625.00 in settlement of Felker's claim against Lacewell in return for a covenant not to

sue. This instrument released no one except Lacewell. Thereafter Felker sued the bus line, which defendant asked leave to make Lacewell a third party defendant pursuant to the provisions of Section 7 of the Act. After Lacewell received notice of the third party complaint the Bus Line settled with Felker for a consideration of \$3,500.00, which settlement was reduced to judgment. The judgment provided "such judgment to be in full satisfaction of plaintiff's claim against said defendants (Robertson and Griffin d/b/a Cowen Bus Lines) and the rendition and payment thereof shall not affect or impair such defendants' rights to proceed further against the third party defendant, Lacewell, for contribution thereto, or to enforce payment by him of his proportionate part thereof as may be hereafter determined as provided by law." The trial court rendered judgment for contribution. On appeal the judgment was reversed and the cause dismissed, the court giving precedent to Section 2 of the Act. While one Justice dissented, it is the clear holding of the court that Section 2 controls under these circumstances and the court made it clear in reaching its conclusion it had not overlooked Section 5 of the Act.

In the Giem Case, Giem was a general contractor constructing a dormitory at the University of Arkansas at Fayetteville. He let a sub-contract for excavation work to True. Williams' intestate entered a building on the construction site to apply for work. While there, a dynamite blast set

off by True caused rock to crash through the roof inflicting fatal injuries. Williams, the personal representative, sued both Giem and True. Before trial True paid \$4,000.00 in return for a covenant not to sue and the complaint was dismissed as to him without any record objection on the part of Giem. In the trial as against Giem judgment was rendered for \$8950.00. Giem then moved the court to credit the verdict with \$4,000.00 which True had paid Williams in order to obtain the covenant. The covenant was put in evidence and the jury had knowledge of the payment by True. Under these conditions the Supreme Court held that Giem already had received the benefit of the allowance and was not entitled to it again.

While neither of these cases deals precisely with the problem of one joint tortfeasor obtaining a release which precludes further recovery against him by way of contribution where such release is obtained before claim is made against the other tortfeasor, they do clearly indicate that the Supreme Court of Arkansas gives precedent to Section 2 and seems to make it reasonably clear that the right to contribution "accrues" within the meaning of Section 5 only after discharge of a judgment or payment of more than his proportionate share.

It would be well for insurance carriers to follow the cases in other jurisdictions as the case law develops because the body of the law on the subject is still so limited that definite guides are not available.

White Sulphur Springs, West Virginia

24th Annual Convention

June 28, 29, 30, 1951

The Greenbrier Hotel

Supreme Court Predetermines Constitutionality of "Unauthorized Insurers Process Act"

PATRICK J. KELLY

Assistant Counsel

Liberty Mutual Insurance Companies

Boston, Massachusetts

DURING the fall of 1948 a subcommittee of the "All-Industry Committee," composed of insurance-company representatives, collaborated with the Joint Drafting Subcommittee of the Committee on Federal Legislation and the Committee on Unauthorized Insurance of the National Association of Insurance Commissioners in the preparation of a model act entitled "Unauthorized Insurers Process Act" (Appendix). This model act was presented to the National Association of Insurance Commissioners at its Convention in December, 1948, and received the approval of that body. Since that time the Act has become law in sixteen states.¹

The Unauthorized Insurers Process Act provides that the issuance or delivery of contracts of insurance to residents of the state, the solicitation of applications for such contracts, the collection of premiums or any other transaction of the business of insurance, by mail or otherwise, by an unauthorized insurer shall constitute an appointment by such insurer of the commissioner of insurance, or other designated officer, as its attorney upon whom may be served process in any action instituted by or on behalf of an insured or beneficiary arising out of any such contract of insurance. The Act further provides that before the insurer shall file any pleading in any such action it shall either deposit with the court cash or bonds sufficient to cover any final judgment or procure a certificate of authority to transact an insurance business in the state. Other provisions implement the legislative purpose which is declared to be the protection of the residents of the state from the coercive force of being compelled to resort to distant forums for the purpose of asserting legal rights under policies issued to them by unauthorized insurers.

¹California, Connecticut, Florida, Georgia, Illinois, Iowa, Kansas, Maine, Maryland, Michigan, Missouri, Nebraska, New Hampshire, New York, Pennsylvania and Texas.

An interesting sidelight of this legislation is the fact that industry representatives, supervisory officials and legislative bodies alike proceeded with full knowledge that the Supreme Court of the United States had held in *Minnesota Commercial Men's Association v. Benn*² that earlier almost identical legislation contravened rights granted under the federal constitution. It was considered a certainty that the constitutionality of the Unauthorized Insurers Process Act would not remain long untested. Nevertheless, the decision to go forward was made on the basis of a careful study of the trend of the Court's more recent decisions which seemed to demonstrate a change in the temper of the Court and a readiness on its part to remove the last barriers to this type of legislation, a need for which had been long recognized.

Those who took part in the preparation and enactment of this legislation have ample cause to feel that their efforts have been rewarded in record time. On June 5 the Supreme Court of the United States handed down its decision in the case of *Travelers Health Association v. Commonwealth of Virginia*,³ a casual review of which is all that is necessary to enable one to arrive at the conclusion that the Court has disposed of just about every conceivable objection which could be advanced against the constitutionality of the Unauthorized Insurers Process Act.

Travelers Health Association v. Commonwealth of Virginia

In the *Travelers* case the court had before it for consideration the question of the constitutionality of the Virginia "Blue Sky Law" which required those selling or offering to citizens of Virginia securities, including certificates of insurance, to obtain a permit from the State Corporation Commission. Applicants for such permits

²261 U. S. 140 (1923).

³339 U. S. Rep. 643; 70 Sup. Ct. 927 (1950).

were required, in addition to meeting other comprehensive conditions, to agree that suits could be filed against them in Virginia by service of process on the Secretary of State. The Virginia statute also provided for service by registered mail where other types of service were unavailable "because the offering is by advertisement and/or solicitation through periodicals, mail, telephone, telegraph, radio or other means of communication from beyond the limits of the state. . . ." The highest court of Virginia rejected the contention of Travelers Health Association that this statute violated the constitutional requirements of due process.

Travelers Health Association was incorporated in Nebraska in 1904 and since that time its only office had been located in Omaha, from which it had conducted a mail-order health-insurance business. The Association had no paid agents, its new members usually being obtained from the unpaid activities of those who were already members, who were encouraged to recommend the Association to friends and submit their names to the home office. The Association then mailed from Omaha solicitations to these prospects. All the prospect had to do was sign a blank application form and return it to the home office with the required fee and such action on his part usually resulted in his election as a member of the Association. The Association then mailed to the prospect from Omaha a certificate of insurance, subject to return within ten days "if not satisfactory." The Association had solicited Virginia members in this manner since 1904 and had caused many claims to be investigated. At the time the proceedings were instituted against the Association, it had approximately 800 Virginia members.

On the basis of the foregoing facts the Virginia State Corporation Commission overruled the Association's objection to jurisdiction and its motion to quash service and ordered the Association to cease and desist from further solicitation or sales of certificates to Virginia residents "through the medium of any advertisement from within or without the state, and/or through the mails or otherwise, by intra- or interstate communication . . . unless and until it obtained authority in accordance with the 'Blue Sky Law.'" The Virginia Court of Appeals affirmed the order of the Commission and the case thereupon went to the Supreme Court of the United States.

The Association did not question the

validity of the Virginia law "to the extent that it provides that individual and corporate residents of other states shall not come into the state for the purpose of doing business there without first submitting to the regulatory authority of the State." Its basic contention was that all of its activities took place in Nebraska and that consequently Virginia had no power to reach it in cease-and-desist proceedings to enforce any part of its regulatory law. It relied chiefly in this contention on the *Benn* case.

The Supreme Court summarily disposed of the due process objection and stated that in its opinion the state had the power to issue a "cease and desist order" enforcing at least that regulatory provision requiring the Association to accept service of process by Virginia claimants on the Secretary of the Commonwealth. With respect to the validity of the *Benn* case as a controlling precedent the Court pointed out that the decision in that case was based on a finding that the circumstances under which the insurance transactions took place were insufficient to support an implication that the Company had consented to Montana suits. While not expressly overruling the *Benn* case, the Court was not disposed to follow it, stating:

"But where business activities reach out beyond one state and create continuing relationships and obligations with citizens of another state, courts need not resort to a fictional 'consent' in order to sustain the jurisdiction of regulatory agencies in the latter state. And in considering what constitutes 'doing business' sufficiently to justify regulation in the state where the effects of the 'business' are felt, the narrow grounds relied on by the Court in the *Benn* case cannot be deemed controlling."

The "Unauthorized Insurers Process Act"

The Unauthorized Insurers Process Act does not purport to regulate the insurance business carried on by unauthorized insurers nor does it represent a direct effort to reduce the volume of such business, although such a side effect was, perhaps, not unconsidered. The Act is directly aimed at eliminating the patent unfairness of a situation where

" . . . an insurer could say to an insured, or to his beneficiary, in case of a controversy respecting liability under

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a policy, that the issue between them could be settled in only one of two ways, first, by accepting the insurer's contention, or second, by suing the insurer in its own bailiwick. It takes little imagination to perceive that in such a situation the insured or his beneficiary would be at a distinct disadvantage, especially if the amount involved should be small and the distance great. The coercive influence of such an attitude on the part of an insurer in most cases would result in the insurer having its own way."

From the very statement of the purpose of the Act it might be reasoned that legislation having such praiseworthy aims could hardly be considered objectionable. The history of previous similar statutes had proven otherwise, however.

The traditional barrier to the efforts of a state to obtain jurisdiction through its courts over unauthorized insurers had been the constitutional prohibition against a state depriving any person of liberty or property without due process of law. Due process was construed at an early date to require, in an action in personam in the courts of a state against a non-resident, that the non-resident must either be served by process within the state or make a voluntary general appearance. Since that point was established in the case of *Pennoyer v. Neff*,⁸⁹ the Supreme Court had recognized the validity of other methods of service upon a non-resident who had engaged in certain activities within the state but who could not be found there for personal service. Statutes providing for the involuntary designation of a state official as the attorney for service of process upon a non-resident motorist involved in an accident while using the highways of a state had been held constitutional as meeting due process requirements.⁹⁰

The principle supporting the validity of substituted service of process upon a non-resident motorist who used the highways of a state would seem, at first glance, to have been equally applicable to the unauthorized insurer's transactions with the residents of a state. There were essential differences, however, between the two situations. In the exercise of its police power

a state could prohibit entirely the use of its highways by non-resident motorists; *a fortiori*, it could set up the conditions under which the non-resident motorist would be permitted to use its highways, one of these conditions being the automatic appointment of an attorney to accept service of process in the non-resident's behalf in any action growing out of an accident in which he might be involved while using the highways. A statutory provision for substituted service of process on an unauthorized insurer actually present within a state and engaging in business activities there would, of course, have been upheld as constitutional on the same basis as were the statutes applicable to non-resident motorists. That is where the parallel stopped. The real problem had been to find the unauthorized insurer "present" and "doing business" within the state.

What Constitutes "Doing Business" In a State?

For many years the Supreme Court of the United States had defined with considerable particularity the activities in which a foreign corporation must be found to have engaged within a state before it could be held to be "doing business" there. For a long time the Court applied a mechanical standard in determining what activities constituted "doing business." While the number and the quality of the activities necessary to meet the standard were from time to time enlarged, the Court showed a reluctance to abandon that standard in favor of a more realistic one. As a consequence the states found themselves powerless to regulate the large volume of business in fact being carried on with their citizens by unauthorized insurers.

The state of Louisiana sought a solution to the problem by enacting a statute which made it unlawful for a citizen of Louisiana to contract for insurance with an unauthorized insurer. The Court held that statute unconstitutional in *Allgeyer v. Louisiana*:

"To deprive the citizen of such a right as herein described without due process of law is illegal. Such a statute as this in question is not due process of law, because it prohibits an act which under the federal constitution the defendant had a right to perform. This does not interfere in any way with the acknowledged right of the state to enact such legislation in the legitimate exercise of its police or other powers as to it may

⁸⁹ *Storey v. United Insurance Company*, 64 F. Supp. 896 (1946).

⁹⁰ 95 U. S. 714 (1877).

⁹¹ *Hess v. Pawloski*, 274 U. S. 352 (1927); *Kane v. New Jersey*, 242 U. S. 160 (1916); *Kendrick v. Maryland*, 253 U. S. 610 (1914).

seem proper. In the exercise of such right, however, care must be taken not to infringe upon those other rights of the citizen which are protected by the federal constitution.¹

The *Allgeyer* case, decided in 1897, has often been relied upon as authority for the proposition that a state may not regulate unauthorized insurers carrying on an insurance business with its citizens entirely by mail. Whatever the wisdom of the *Allgeyer* decision, and it was questioned in a number of cases, it was only remotely applicable, if at all, to the problem of regulating the unauthorized insurer. It was one thing for a state to attempt to prohibit its citizens from contracting with unauthorized insurers and another for the state to say that the unauthorized insurer could contract with its citizens only if it complied with reasonable regulations. It is possible to look back now on the *Allgeyer* case and recognize that the scope of that decision had possibly been misconstrued in some of the later cases in which it was relied upon as controlling precedent. Thus, in the *Benn* case, whose force has been so effectively discounted by the Court in *Travelers Health Association v. Commonwealth of Virginia*, the Court said:

"It also seems sufficiently clear from *Allgeyer v. Louisiana* . . . that an insurance corporation is not doing business within a State merely because it insures lives of persons living therein, mails notices addressed to beneficiaries at their homes and pays losses by checks from its home office."

The beginning of a trend away from the more rigid standard theretofore followed by the Court, of analyzing the minute details of transactions carried on by a corporation within a state in order to determine whether it was "doing business" there, could be discerned in the case of *Osborn v. Ozlin*,² decided in 1940. There the Virginia statute under attack required that insurance companies should not make contracts of insurance or surety on persons or property in Virginia except through resident agents and provided that the resident agent should receive at least fifty per cent of the commission on any such contracts. The Court found the statute a valid

exercise by Virginia of authority with respect to a matter within her power, saying:

"Virginia has not sought to prohibit the making of contracts beyond her borders. She merely claims that her interest in the risks which these contracts are designed to prevent warrants the kind of control she has here imposed. This legislation is not to be judged by abstracting an isolated contract written in New York from the organic whole of the insurance business, the effect of that business on Virginia, and Virginia's regulation of it."

In *Hooperston Canning Company v. Cullen*,³ decided in 1943, a case involving the question of the power of a state to regulate the insurance business carried on with its citizens by unauthorized insurers who contended that they were not doing business in the state and, therefore, were not subject to regulation, the Court expanded considerably the principle stated in *Osborn v. Ozlin*. The Court said, in upholding the state's power to regulate:

"In determining the power of a state to apply its own regulatory laws to insurance business activities, the question in earlier cases became involved by conceptualistic discussion of theories of the place of contracting or of performance. More recently, it has been recognized that a state may have substantial interests in the business of insurance of its people or property regardless of these isolated factors. This interest may be measured by highly realistic considerations such as the protection of the citizen insured or the protection of the state from the incidents of loss."

More recently the Court decided in *International Shoe Company v. Washington*,⁴ that a foreign corporation employing a number of salesmen who resided in the State of Washington and were regularly engaged therein in soliciting orders and displaying samples was amenable to process in proceedings of the courts of the state under the Unemployment Compensation Act. The Court pointed out:

" . . . due process requires only that in order to subject a defendant to a judgment in personam, if he be not present within the territory of the forum, he

¹165 U. S. 578 (1897).

²261 U. S. 140 (1923).

³310 U. S. 53 (1940).

⁴318 U. S. 313 (1943).

⁵326 U. S. 310 (1945).

have certain minimum contacts with it such that the maintenance of the suit does not offend 'traditional notions of fair play and substantial justice.'"

In the case of an unauthorized insurer, the necessary contacts with the state and its citizens were readily to be found. These contacts might consist of solicitation within the state through the usual advertising media, the completion of the application for insurance, the payment of premiums, the delivery of the insurance policy, the existence of the risk insured, the occurrence of the loss insured against, the filing of claims and the ultimate performance of the insurance contract by payment delivered within the state. Under old theories of "doing business" each of these contacts would have been scrutinized separately and would have been found not to meet the standard then followed. It had become apparent, however, that the temper of the Court had undergone change and that it had become disposed to disregard mechanical standards and examine realistically the question whether a foreign corporation was or was not doing business within a state. Thus realistically examined, it became evident that an unauthorized insurer conducting a substantial volume of insurance business with the citizens of a state could be found to have the necessary contacts with the state to justify the state in subjecting the insurer to the process of its courts in actions arising out of such business.

In *United States v. Scophony Corporation of America*¹² decided in 1948, the Court reaffirmed its realistic approach to the "doing business" question. In that case the defendant, a British corporation, was engaging in the manufacture and sale of television equipment. While certain officers of the defendant were in New York for the purpose of looking after the defendant's investment in an American company, they were served with process in an action instituted in New York against the defendant. In answer to the defendant's contention that it was not doing business in the state of New York, the Court stated:

"Such a continuing and far-reaching enterprise is not to be governed in this respect by rules evolved with reference to the very different businesses and activities of manufacturing and selling. Nor, what comes to the same thing, is

the determination to be made for such an enterprise by atomizing it into minute parts or events, in disregard of the actual unity and continuity of the whole course of conduct, by the process sometimes applied in borderline cases involving manufacturing and selling activities.

"For present purposes, those decisions may be left untouched for the facts and situations in which they have arisen and to which they have been applied. But there could be no valid object in expanding their pulverizing approach to situations as different and distinct as this one, comprehended within neither their rulings nor their effects."

Conclusion

There seems to be little room for doubt that the decision of the Supreme Court of the United States in *Travelers Health Association v. Commonwealth of Virginia* stamps the Unauthorized Insurers Process Act as free from objection on constitutional grounds. While the Act is by no means designed to have any sweeping effect on the business carried on by unauthorized insurers it will at least serve to eradicate an injustice which has long been common in that business.

It is not unlikely, in the light of the *Travelers* decision, that the Unauthorized Insurers Process Act, or legislation with a similar purpose, will be enacted in most of the states. Thus will be completed a cycle which started with the Court's holding in *Pennoyer v. Neff*, narrowly confining the use of substituted service of process in *in personam* actions against non-residents. The so-called "highway cases," holding that due process was not violated by the enlarged form of substituted service provided for in statutes applicable to non-resident motorists, were normal developments of a growing concept that individual rights must in certain circumstances be subordinated to the public welfare. The ascendancy of a philosophy that a state may, in protecting the interests of its citizens, validly exercise authority in an increasing area, unfettered by narrow concepts of "due process," is clearly to be discerned in the *Travelers* case.

Once more are we permitted to observe that times and circumstances change and that under our judicial system the precedents of decided cases do not become hard and fast rules but are to be treated as signs of the times to which they relate.

¹²333 U. S. 795 (1948).

APPENDIX

UNAUTHORIZED INSURERS
PROCESS ACT

A Bill for an Act relating to insurers not authorized to transact business in this state; providing for actions in this state against and for the Service of Process upon such insurer; prescribing how a defense may be made by such insurers; and providing for the allowance of attorneys' fees in actions against such insurers.

Section 1. Purpose of Act

The purpose of this Act is to subject certain insurers to the jurisdiction of courts of this state in suits by or on behalf of insureds or beneficiaries under insurance contracts. The legislature declares that it is a subject of concern that many residents of this state hold policies of insurance issued by insurers not authorized to do business in this state, thus presenting to such residents the often insuperable obstacle of resorting to distant forums for the purpose of asserting legal rights under such policies. In furtherance of such state interest, the legislature herein provides a method of substituted service of process upon such insurers and declares that in so doing it exercises its power to protect its residents and to define, for the purpose of this statute, what constitutes doing business in this state, and also exercises powers and privileges available to the state by virtue of Public Law 15, 79th Congress of the United States, Chapter 20, 1st Sess., S. 340, as amended, which declares that the business of insurance and every person engaged therein shall be subject to the laws of the several states.

Section 2. Service of Process Upon Unauthorized Insurer

(a) Any of the following acts in this state, effected by mail or otherwise, by an unauthorized foreign or alien insurer: (1) the issuance or delivery of contracts of insurance to residents of this state or to corporations authorized to do business therein, (2) the solicitation of applications for such contracts, (3) the collection of premiums, membership fees, assessments or other considerations for such contracts, or (4) any other transaction of business, is equivalent to and shall constitute an appointment by such insurer of the [Commissioner of Insurance] and his successor or successors in office, to be its true and

lawful attorney, upon whom may be served all lawful process in any action, suit, or proceeding instituted by or on behalf of an insured or beneficiary arising out of any such contract of insurance, and any such act shall be signification of its agreement that such service of process is of the same legal force and validity as personal service of process in this state upon such insurer.

(b) Such service of process shall be made by delivering to and leaving with the [Commissioner of Insurance] or some person in apparent charge of his office two copies thereof and the payment to him [of such fees as may be prescribed by law]. [The Commissioner of Insurance] shall forthwith mail by registered mail one of the copies of such process to the defendant at its last known principal place of business, and shall keep a record of all process so served upon him. Such service of process is sufficient, provided notice of such service and a copy of the process are sent within ten days thereafter by registered mail by plaintiff or plaintiff's attorney to the defendant at its last known principal place of business, and the defendant's receipt, or receipt issued by the postoffice with which the letter is registered, showing the name of the sender of the letter and the name and address of the person to whom the letter is addressed, and the affidavit of the plaintiff or plaintiff's attorney showing a compliance herewith are filed with the clerk of the court in which such action is pending on or before the date the defendant is required to appear, or within such further time as the court may allow.

(c) Service of process in any such action, suit or proceeding shall in addition to the manner provided in subsection (b) of this section be valid if served upon any person within this state who, in this state on behalf of such insurer, is

(1) soliciting insurance, or
(2) making, issuing or delivering any contract of insurance, or

(3) collecting or receiving any premium, membership fee, assessment or other consideration for insurance; and a copy of such process is sent within ten days thereafter by registered mail by the plaintiff or plaintiff's attorney to the defendant at the last known principal place of business of the defendant, and the defendant's receipt, or the receipt issued by the postoffice with which the letter is registered, showing the name of the sender of the letter and the

name and address of the person to whom the letter is addressed, and the affidavit of the plaintiff or plaintiff's attorney showing a compliance herewith are filed with the clerk of the court in which such action is pending on or before the date the defendant is required to appear, or within such further time as the court may allow.

(d) No plaintiff or complainant shall be entitled to [judgment by default, or a judgment with leave to prove damages, or a judgment pro confesso] under this section until the expiration of thirty days from date of the filing of the affidavit of compliance.

(e) Nothing in this section contained shall limit or abridge the right to serve any process, notice or demand upon any insurer in any other manner now or hereafter permitted by law.

Section 3. Defense of Action by Unauthorized Insurer

(a) Before any unauthorized foreign or alien insurer shall file or cause to be filed any pleading in any action, suit or proceeding instituted against it, such unauthorized insurer shall either (1) deposit with the clerk of the court in which such action, suit or proceeding is pending cash or securities or file with such clerk a bond with good and sufficient sureties, to be approved by the court, in an amount to be fixed by the court sufficient to secure the payment of any final judgment which may be rendered in such action; or (2) procure a certificate of authority to transact the business of insurance in this state.

(b) The court in any action, suit, or proceeding, in which service is made in the manner provided in subsections (b) or (c) of Section 2 may, in its discretion, order such postponement as may be necessary to afford the defendant reasonable opportunity to comply with the provisions of subsection (a) of this section and to defend such action.

(c) Nothing in subsection (a) of this section is to be construed to prevent an

unauthorized foreign or alien insurer from filing a motion to quash a writ or to set aside service thereof made in the manner provided in subsections (b) or (c) of Section 2 hereof on the ground either (1) that such unauthorized insurer has not done any of the acts enumerated in subsection (a) of Section 2, or (2) that the person on whom service was made pursuant to subsection (c) of Section 2 was not doing any of the acts therein enumerated.

Section 4. Attorney Fees

In any action against an unauthorized foreign or alien insurer upon a contract of insurance issued or delivered in this state to a resident thereof or to a corporation authorized to do business therein, if the insurer has failed for thirty days after demand prior to the commencement of the action to make payment in accordance with the terms of the contract, and it appears to the court that such refusal was vexatious and without reasonable cause, the court may allow to the plaintiff a reasonable attorney fee and include such fee in any judgment that may be rendered in such action. Such fee shall not exceed twelve and one-half per cent of the amount which the court or jury finds the plaintiff is entitled to recover against the insurer, but in no event shall such fee be less than twenty-five dollars. Failure of an insurer to defend any such action shall be deemed prima facie evidence that its failure to make payment was vexatious and without reasonable cause.

Section 5. Constitutionality

If any provision of this Act or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Act which can be given effect without the invalid provision or application, and to this end the provisions of this Act are declared to be severable.

Section 6. Short Title

This Act may be cited as the Unauthorized Insurers Process Act.

Right of Mortgagee to Proceeds of Fire Policy In Case of Total Loss

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THIS discussion deals with the rights of a mortgagee in the proceeds of a policy covering loss by fire of a building located on premises covered by a mortgage. A Union or Standard mortgage clause was attached to the policy, the insurance coverage exceeded the past due mortgage indebtedness, and a fire caused the total loss of the insured building.

The owner of a farm, upon which was located a house and a barn, decided to convert the barn into a night club. The conversion of the barn into a night club cost approximately \$10,000.00 and that amount was borrowed from a bank. The loan was secured by a mortgage on the farm. This mortgage required fire insurance coverage in an amount of not less than \$10,000.00. The insurer issued a fire policy covering the night club building in the amount of \$9,000.00. To this policy was attached a Union or Standard mortgage clause in favor of the bank-mortgagee as interest may appear.

One month later a separate policy was issued by the same insurer in the amount of \$7,000.00 covering loss by fire of the residence. Likewise, to this policy was attached a Union or Standard mortgage clause in favor of the bank-mortgagee as interest may appear.

Approximately six months later additional improvements were made upon the night club and the owner obtained an additional loan from the bank in the amount of \$5,000.00, giving as security a second mortgage on the farm. This mortgage required fire insurance in the amount of \$4,500.00. At the time of the execution and delivery of the second mortgage, the fire coverage in the first policy, which covered the night club, was increased in the amount of \$5,000.00, making the total coverage thereon \$14,000.00, and, of course, the mortgage clause previously attached to this policy was undisturbed.

Approximately ten months after the fire coverage on the night club policy was increased a fire occurred which resulted in its total destruction.

The indebtedness to the bank-mortgagee secured by the two mortgages was then

\$10,000.00. This indebtedness was all past due.

Proof of loss was made by the owner and also by the mortgagee. The insurer refused to pay the owner, asserting various defenses for such refusal. The insurer further refused to pay in full to the bank-mortgagee the indebtedness of the owner to it although coverage and loss exceeded this indebtedness.

The owner brought suit against the insurer, naming the bank-mortgagee as a party defendant. The bank-mortgagee cross-petitioned for the full amount of its mortgage indebtedness against the insurer. To the cross-petition of the bank-mortgagee the insurer asserted but one defense. This defense was that the insurer was only liable under its mortgage clause to the mortgagee for that portion of the mortgage debt which the insurance on the barn night club bore to the total amount of insurance on all of the property covered by the two mortgages, i.e. the insurance fire coverage on the night club and on the residence. This amount was tendered into court by the insurer. The bank-mortgagee interposed a demurrer to the answer of the insurer. The trial court, by oral decision, sustained the demurrer, but later by written finding, prior to journalization, overruled the demurrer.

The insurer contended that since it had issued two fire policies on the buildings located on the mortgaged premises and since only one building, the night club, was destroyed, the bank-mortgagee still had the security of the residence fire policy for its mortgage loans. In other words, the bank-mortgagee was still "amply secured."

The mortgagee contended this defense was unsound for several reasons. First, the insurer, in issuing the Standard or Union mortgage clauses in its favor as interest may appear, in effect made a new and separate contract of insurance with it, insuring its interest as mortgagee. Second, that the defense of the insurer violated the valued policy statute (Section 9583, Ohio General Code). This statute requires the insurer to inspect the property before issuing a policy and further provides, in case

of total loss, that the full amount of insurance shall be paid. Third, the mortgagee contended that the fact of remaining "ample security" to the mortgagee was not a valid defense. The first two contentions of the mortgagee may be ignored for the purpose of this discussion.

It is submitted that the defense of the insurer in this case was inconsistent with its contract. The fire policy was a contract of indemnity and the insurer contracted that in case of a fire loss the mortgagee was entitled to recover from the insurer.

The existence of the fire policy on the residence should not be taken into consideration in determining whether the indemnity or security of the bank-mortgagee had been impaired. Fire insurers have consistently contended that a fire policy is an indemnity contract. The defense interposed in this case would indicate that the insurer was interpreting its contracts as one of guaranty of payment of the mortgage debt rather than indemnity against loss by fire.

There are a number of reported cases holding that remaining ample security for the mortgage indebtedness after fire loss is not a defense to an action by the mortgagee against the insurer. None of these cases, however, cover the situation wherein the insurer contended that additional existing fire insurance coverage on other buildings provided this security.

The reported cases denying the defense of remaining ample security are based upon the following principles:

(1) That under the mortgage clause the insurer undertook that the capacity of the property to pay the mortgage debt should not be diminished and, if diminished by fire, it would pay to the mortgagee the loss, irrespective of the fact that the value of the property in its damaged condition might be more than sufficient to pay the mortgage debt.

(2) The mortgagee had an insurable interest to the extent of its debt and by reason thereof, in case of loss, he might recover that amount of insurance regardless of any other security he might have.

(3) The insurer agreed to insure against loss by fire and when a loss occurred that was the contingency contemplated by the insurance contract. The mortgagee had an insurable interest and was entitled to recover.

All of the reported cases seem to expressly or by implication base the decision on

the contractual relationship between the mortgagee and the insurer by the issuance of a Union or Standard mortgage clause.

There are a number of jurisdictions that hold that the issuance of a mortgage clause in favor of a mortgagee as interest may appear is, in effect, a separate contract of insurance between the insurer and the mortgagee, insuring the interest of the mortgagee in the property. Some courts have even gone so far as to hold that in case of loss by fire and the loss is repaired by the owners, the mortgagee may still maintain an action on the policy to recover to the extent of the mortgage indebtedness.

The defense interposed by the insurer in this case seems unsound and inconsistent with the principle that the fire policy was an indemnity contract. That principle, we believe, most insurers desire to be maintained as a part of our jurisprudence. If the contractual obligation of the insurer to the mortgagee was indemnification, the contingency contemplated under the policy had occurred and impairment of the security of the mortgage was caused by a total fire loss, payment should have been made to the mortgagee as its interest appeared.

Some of the authorities examined incident to the questions herein discussed are as follows:

Ohio General Code, Section 9583.

State, ex rel Squire v. Royal Insurance Co., 58 Oh. App. 199, 16 N. E. 2nd 342.

Ohio Farmers Insurance Co. v. Hull, 45 Oh. App. 155, 186 N. E. 823.

Appelman Insurance Law & Practice, Vol. 5, Sec. 3405.

Meader v. Farmers Mutual Fire Relief Assn. (Supreme Court of Oregon), 1 P. 2nd, 138.

Uhlfelder v. Palatine Insurance Co., 89 N. Y. S. 792.

44 Misc. Rep. 153.

Aetna Insurance Co. of Hartford, Conn. v. Baker, 71 Ind. 102.

Excelsior Fire Insurance Co. v. Royal Insurance Co., 55 N. Y. 343, 14 Am. Rep. 271.

Kent v. Aetna Insurance Co., 82 N. Y. S. 817, 84 App. Div. 428.

Thompson v. National Fire Insurance Co. of Hartford, Conn., 84 S. D. 224, 203 N. W. 464.

Foster v. Equitable Mutual Fire Insurance Co., 2 Gray (68 Mass.) 216.

Motley v. Manufacturers' Insurance Co., 29 Me. 337, 50 Am. Dec. 591.

The Effect of Suicide In Wrongful Death Actions

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IN THE normal course of events we will be faced with a wrongful death action if death follows an alleged wrongful injury to a person regardless of the cause of death. Counsel for a decedent's estate generally feels that in some way he will be able to establish that death was proximately caused by the negligent act of the defendant. If any length of time elapses between the date of the injury and death the question of the proximate cause of death becomes a real issue and is properly raised by counsel for the defendant. The effect of previous illness or disease, unskillfulness of a physician or other person treating the injury, failure of a person to obtain proper medical care, shock of an operation made necessary by injury, poison taken as medicine by mistake are some of the problems raised in determining the proximate cause of death.

However, let us assume a fact situation in which a person is injured in an automobile collision and remains under the care of physicians until he commits suicide by shooting himself in the head five months later. The claim is made that head injuries were sustained in the accident which prevented the injured from working at any time following his accident. No further details are necessary and the question presented to counsel after an action for wrongful death is commenced is whether this action for wrongful death can properly be maintained against the person responsible for the injuries in the first instance.

It is just as essential in actions for wrongful death as in personal injury cases, that the negligence of the defendant be the proximate cause of the death. The proximate cause need not be the sole cause of death and the defendant may be liable if the court fails to find a new and independent agency causing the death when such agency intervenes the injury and the death. However, the general rule seems to be, in our hypothetical case, that a voluntary wilful act of suicide of a person previously injured in an accident is a new and independent agency which severs the line of causation between the injury and the death. The principle which the courts

use in finding a break in the causal relationship is the fact that the person knows the purpose and physical effect of his act, and if the court finds that the person has acted with such knowledge, then death is a remote circumstance and there can be no recovery.

At this point, and before touching upon the cases relating directly to the topic, it would be well to recall the well known case of *Milwaukee and St. Paul Railway Company v. Kellogg*, 94 U. S. 469 where the question of proximate cause was a principal issue before the United States Supreme Court. It was alleged that sparks emitted from a steam ferry boat belonging to the defendant set fire to an elevator, and that the sparks from the first fire were carried 300 feet to the plaintiff's lumber yard and sawmill causing damage to the plaintiff's property. In discussing the question of proximate cause the court in part stated as follows:

" . . . it is generally held that in order to warrant a finding that negligence of an act not amounting to wanton wrong is the proximate cause of an injury, it must appear that the injury was the natural and probable consequence of the negligence or wrongful act, and that it ought to have been foreseen in the light of the attending circumstances."

The first case of importance on the topic was *Scheffer v. Railroad Co.*, 105 U. S., 249, decided by the United States Supreme Court in 1881. The court had before it a wrongful death action brought against the railroad company for the wrongful death of Charles Scheffer which was supposed to have resulted from the negligence of the company. Scheffer was riding in one of the defendant's passenger trains when it collided with another train. The accident occurred December 7, 1874. The petition alleged that Scheffer sustained injuries to his head, face, neck, back and spine and that by reason of the injuries he became sick, sore, lame and disordered in mind and body and that because of the injuries to his brain and spine he suffered illusions, phantasms and foreboding of unendurable evil. It was further stated

in the petition that these conditions induced him to take his life which occurred some eight months later, on August 8, 1875. A demurrer was filed to the petition which was sustained on the ground that the death was not due to the negligence of the company in the judicial sense: further, that the relation of such negligence was too remote as a cause of death to justify recovery, the proximate cause being suicide of the decedent, and death by his own immediate act. In a unanimous decision the court made the following observations regarding the rule in such cases:

"The proximate cause of the death of Sheffer was his own act of self-destruction. . . .

"The argument is not sound which seeks to trace the immediate cause of the death through the previous stages of mental aberration, physical suffering and eight months' disease and medical treatment to the original accident on the railroad. Such a course of possible or even logical argument would lead back to that 'great first cause least understood' in which the train of all causation ends.

"The suicide of Scheffer was not a result naturally and reasonably to be expected from the injury received on the train.

"It was not the natural and probable consequence, and could not have been foreseen in the light of the circumstances attending the negligence of the officers in charge of the train.

"His insanity, as a cause of his final destruction, was as little the natural or probable result of the negligence of the railway officials, as his suicide, and each of these are causal or unexpected causes, intervening between the act which injured him and his death."

The second case of importance to be decided, which concerned the subject, was decided in 1903 by the Supreme Judicial Court of Massachusetts, *Daniels v. Railroad Co.*, 183 Mass. 393, 67 N. E. 424. In this case the decedent was injured at a railroad crossing while driving a milk wagon. The action was brought under the public statutes of the state and it was claimed that the injuries were caused by the defendant railroad in failing to give the necessary warning signal at a crossing. The evidence showed that the decedent sustained injuries to his head and about his body; that his mind was clear for several weeks after the accident but that later he developed a

disease diagnosed as circumscribed meningitis which produced mental aberration and about seven and a half weeks after the accident when he was left alone in his sick room he locked the door and twisted a napkin around his neck which resulted in his death. The medical experts testified that he was probably insane. The claimant's injuries consisted of lacerations about his head, which punctured his skull and the autopsy showed circumscribed meningitis consisting of inflammation of the brain radiating in all directions. The question which the court had to determine was whether the death was the remote consequence of the collision or whether it was actually produced by it.

In part, the court's statement is as follows:

"Without attempting to pursue these inquiries too far, we are of the opinion that the voluntary, willful act of suicide of an insane person, whose insanity was caused by a railroad accident, and who knows the purpose and physical effect of his act, is such a new and independent agency as does not come within and complete a line of causation from the accident to the death."

The Court goes on to state as follows:

"We are of the opinion that the liability of the defendant for a death by suicide exists only when the death is the result of an uncontrollable impulse, or is accomplished in delirium or frenzy caused by the collision and without conscious volition to produce death, having knowledge of the physical nature and consequences of the act. An act of suicide resulting from a moderately intelligent power of choice, even though the choice is determined by a disordered mind, should be deemed a new and independent, efficient cause of death that immediately ensues. . . .

"We are unable to discover any evidence that he was acting without volition, under an uncontrollable impulse, or that he did not understand the physical nature of his act. In the absence of any affirmative evidence for the plaintiff on this point, the jury should have been instructed to render a verdict for the defendant."

The Massachusetts court had some difficulty in reaching this conclusion, principally because of conflict in cases involving a similar point in contracts of life insur-

ance. The first group of such cases cited by the Massachusetts court held that if death was the result of volition by one who had a conscious purpose to end his life, and had intelligence to adapt means to an end such act was his own within the meaning of the contract, and recovery was denied. This was the holding even though the insured was insane and not capable of being morally responsible for his own act. *Cooper v. Mass. Mutual Life Insurance Company*, 102 Mass. 227, 3 Am. Rep. 451, *Borabaile v. Hunter*, 5 M. & G. 639, *Clyft v. Schwabe*, 3 N. G. & S. 437. However, the second line of life insurance cases, discussed by the court, contained the conclusion that even though the person's act was deliberate and willful, if he could not appreciate the act with relation to moral responsibility he did not commit suicide within the meaning of the policy. Recovery in such cases was allowed. See *Breasted v. Farmers Loan & Trust Co.* A. N. Y. 299, *Insurance Company v. Terry*, 5 Wall 580, and *Manhattan Life Insurance Company v. Broughton*, 109 U. S. 121.

Another leading case on the subject is *Salsedo, Admr. v. Palmer*, 278 Fed. 92, (1921). In this case an action was brought by the wife of the decedent alleging that the defendant and others wrongfully arrested her husband and held him in confinement against his will during such period of time assaulting him and subjecting him to repeated questioning. The petition stated that because of the atrocities endured by the decedent he became despondent and mentally irresponsible with the result that sixty-four days after he was arrested and confined he jumped from the window of a building occupied by the Department of Justice. A demurrer to the petition was sustained in the United States District Court and this judgment was affirmed upon appeal to the Circuit Court of Appeals. The Court makes the following statement:

"It seems to this Court that a new and independent cause intervened between the wrong and the injury and the suicide was not a natural and probable consequence of the wrongful acts of the defendants, and was not one which defendants ought to have foreseen in the light of the attending circumstances."

* * *

"We may say in conclusion that we concede that a course of either mental or physical torture or both combined,

may cause death. And we also concede that the same course or courses of torture may produce a frame of mind that desires death as a means of relief. It is conceivable, therefore, that a tortured man may kill himself. But, if he kills himself deliberately, we hold that there is an intervening act of his own will for which the New York act affords no remedy."

This Court also recognizes the principle that if the decedent killed himself as a result of suicidal mania it is not a natural and probable consequence of either mental or physical torture. In this regard the Court's statement is partially as follows:

"So that, if the man does not kill himself deliberately, but his death is due to suicidal mania, which results from torture, we hold that the act of suicide cannot be regarded as a natural and reasonable result of the torture or misconduct alleged, and that the New York act affords no remedy."

An interesting case which is cited many times is *Stevens v. Steadman*, 140 Ga. 680, 79 S. E. 564. The facts indicate that the plaintiff's husband received a letter prior to his death written by the defendant which asked that he resign as vice president of a corporation. The plaintiff alleged that the letter was a conspiracy to bring about the death of her husband, and that after receiving the letter he committed suicide. The lower court overruled the demurrer to the petition, but the decision was reversed by the Supreme Court, and it was held that the writing of the letter could not be the proximate cause of death. This is the court's statement:

"When it is charged that the letter alleged to have been written by the defendant, would when read by the decedent naturally result in a certain state of mind upon the part of the decedent, and that this "was known" by defendant, we are prepared to hold that this was not such a statement of fact as will withstand a demurrer."

There are other cases touching upon this point and we will mention them only briefly. In *Long v. Omaha & D. D. St. Ry. Co.*, 108 Neb. 342, 187 N. W., 930, the decedent was injured in a collision between his automobile and a street car belonging to the defendant. Seventeen days after the accident he purchased a shotgun shell stating

he wanted to try it in his gun. He shot himself in the head and died a few minutes afterward. The Court held that liability in such a case exists "only when the death is a result of an uncontrollable impulse, or is accomplished in delirium or frenzy caused by the collision without conscious volition to produce death. A voluntary act of suicide of an insane person knowing the purpose and physical effect of his act, is such a new and independent agency as to break the line of causation between the collision and death and prevent recovery under the statute."

In the case of *Arsnow v. Red Top Cab Co.*, 159 Wash., 137, 292 Pac., 436, decedent was injured as a result of being struck by the defendant's taxicab. Suit was filed for personal injuries against the defendant taxi company which resulted in a mistrial. Three days after the mistrial was declared the claimant committed suicide by shooting himself through the head. The second action was instituted by his widow based upon the theory that while insane as a result of his injuries the decedent killed himself. The evidence showed that the decedent had made such threats on previous occasions and he kept his pistol with him most of the time. The Supreme Court of the State of Washington denied a recovery, although acknowledging that it was seemingly a harsh rule. The Court's statement is as follows:

"Following the authorities above referred to, we hold that, from the undisputed testimony contained in the record before us, it must be determined as a matter of law that plaintiff failed to produce evidence which can support a finding of the jury in her favor to the effect that her deceased husband, at the time he killed himself, was laboring under such mental disability as can be denominated frenzy, and was therefore entirely ignorant of the natural consequence of his act in pulling the trigger of his pistol while the muzzle was pressed to his head, or, on the other hand, that in so shooting himself he was moved by an uncontrollable impulse within the rule laid down by the authorities above referred to."

Also in the case of *Koch v. Fox*, 71 App. Div. 288, the New York Court had before it a case where the plaintiff attempted to show an injury suffered by the decedent produced insanity as a result of which the

decedent jumped into the river which produced pneumonia causing death. The claimant had been hit on the head by a brick falling from the defendant's building and the only evidence adduced on trial regarding the insanity of the claimant was the testimony of his wife who stated that the night before her husband jumped into the river he was walking the floor and exclaiming, "Oh, my head!" and acted out of his mind. In this case the Court said it was not necessary to decide whether the injury was the proximate cause of death from pneumonia but concluded that there was not sufficient evidence of insanity or that the jumping into the river was due to mental deterioration. This Court holds that a voluntary wilful act of suicide of an insane person who knows the purpose and physical effect of his act is such a new and independent agency as does not come within and complete a line of causation from the defendant's negligent injury to the death so as to render the defendant responsible for the death.

The most important statement available contrary to the above rule is found in the dissenting opinion of Judge Mayer in the *Salsedo* case, *supra*. In his dissent the Justice observes that the complaint is drawn upon the theory that there was continued infliction of physical and mental injury upon the decedent which directly caused him to lose control of his mind and will and to become mentally irresponsible. Justice Mayer was of the opinion that the decedent was incapable of understanding the nature of his act of suicide and not knowing what he was doing it amounted to no act at all and hence not an independent intervening cause of death. He recognizes that death of the decedent must be the natural and probable consequence of the alleged wrongful act but he was not able to agree that as a matter of law the alleged wrongs were not the proximate cause of the decedent's death. The Justice's logic is as follows:

"My view, however, is that it cannot be said as a matter of law, that the alleged wrongs were not the proximate cause of decedent's death. The course of cause and effect is (1) injuries; (2) loss of mind (3) death. Eliminating (2) on the ground, *supra*, that it was not an intervening cause, there remains nothing between (1) and (3).

"It is said that the suicide would not be natural and probable consequence of the wrongful acts, and not one which defendant ought to have foreseen in the light of attending circumstances. Why not? If a man is confined against his will for over two months, (principally March 1 to May 3), and continuously and grievously injured, and, at the same time, continuously threatened with death can it be said, as a matter of law, that the wrongdoers should not have foreseen that the infliction of such wrongs continuously over a long period of time, might naturally, and probably would, lead to the loss of mind, and that self-destruction might follow."

This dissent is in agreement with the Stevens case in that no one could reasonably foresee that such a letter, would as a natural consequence, cause suicide. The dissent also distinguishes the Daniels case, *supra*, because in that case the court considered "that the decedent knew the purpose and physical effect of his act." Justice Mayer was of the opinion that the

allegations in the petition of Salsedo were equivalent to "uncontrolled impulse without conscious volition to produce death." Justice Mayer states that the Daniels case in effect recognizes liability when a decedent is wholly incapable of knowing what he is doing and when he acts without volition. The Justice also attempts to distinguish the Scheffer case, *supra*, in that the wrongful acts of Palmer were deliberate in nature, and secondly, the suicide of Salsedo occurred a very short time after injuries were inflicted and while they were in process of infliction. Justice Mayer feels that the pleading shows death was not the result of an intervening act, but the proximate result of acts whose consequences could be foreseen.

We may reach two conclusions from this discussion, first, that the petition or complaint must be very carefully drawn or a demurrer will be sustained, secondly, should a demurrer be overruled the plaintiff must show by a preponderance of the evidence that the accident which occurred directly and proximately caused the death.

Termination of Surety's Liability

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PERHAPS no question has given surety companies more concern than that of determining when the liability assumed under a bond has been terminated. This is especially true where the company holds collateral security. No attempt will be made in this article to discuss various suretyship defenses, as time would not permit this.

It is generally accepted that the liability of a surety terminates with the extinguishment of the obligation. This statement may, however, be misleading and cannot be taken literally. The liability of a surety is co-extensive with that of the principal and as a general rule, the liability of the surety ends with the extinguishment of the obligation of the principal. *30 Corpus Juris*, 92. What is meant by that is that the surety is discharged by the termination of the liability or discharge of the

principal under the contract or risks assumed. Thus, a surety would not be discharged or its liability terminated by operation of law, as for example bankruptcy, insanity of principal, receivership, etc.

A judgment against the obligee in an action against the principal is conclusive against the obligee in a subsequent action against the surety. *Stearn's Suretyship, Wells M. Cook's Edition*, pg. 148 and cases *there cited*. The surety can always set up as a defense that a judgment has been rendered in favor of the principal in an action for the same alleged defaults. This applies even though the surety was not a party to the action in which such judgment was rendered. (*State v. Parker*, 72 Ala. 181; *Brown v. Bradford*, 30 Ga. 927). This is based on the rule that the doctrine of *res adjudicata* extends to all parties and their privies, and privies are estopped from litigating with

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gating that which is conclusive upon him with whom they are in privity. *Ferriman v. Gillespie*, 250 Ill. 369. In *Hewitt v. Great Western Beet Sugar Co.*, 230 Fed. 394 the Court said at p. 398:

"The judgment was delivered upon the merits of the cause, and it is final and conclusive in any subsequent action upon the same cause of action and between the same parties and those in privity with them, not only as to all matters actually litigated and determined in the former action, but also as to every ground of recovery or defense which might have been presented and determined therein."

Where judgment has been obtained against the surety, if judgment is later rendered in favor of the principal in another suit, the surety can have the benefit of such subsequent judgment and have the judgment against it set aside or restrain its collection. *Stoltze v. United States Fidelity & Guaranty Co.*, 153 Mo. App. 29; 131 S. W. 915; *People v. Metropolitan Surety Co.*, 156 N. Y. 1027. And where the principal succeeds in reducing the amount of the claim against him in a subsequent suit, after judgment was rendered against the surety, the surety is released to the same extent. In *Jones v. Kilgore*, 19 S. C. Eq. 68, a judgment was rendered against the surety on an administrator's bond. In a subsequent suit against the principal, he succeeded in reducing the principal sum because of evidence showing that the interest was usurious. It was held that the surety was released upon payment of the principal sum and interest.

While extension of time of performance of the contract by the obligee without the surety's consent will operate to discharge of the surety, either *in toto* or *pro tanto*, extension of time by court order would not. Sureties are often misled by such orders. A court has no power to terminate the liability of a surety by its order, or discharge the surety from further liability, unless the action of the court has been authorized by statute, or where the undertaking so provides. An order of court discharging the surety after its legal liability has terminated adds nothing. As said in *Clark v. American Surety Co.*, 171 Ill. 235; 48 N. E. 481, at page 242:

"The courts have no power to waive compliance with the statute but the

surety, in seeking to avail himself of its benefits, must comply with its provisions."

The rights of a surety on the bond of a trustee, executor or guardian to terminate liability as regards to future defaults of its principal is covered in the annotation to the case of *Central Surety & Ins. Corp. v. Richardson* (Okla.) 80 Pac. 2nd 663; 118 Amer. Law Rep. 1252, at page 1261.

Reason given for the rule in *Com. v. American Bonding Company*, 245 Pa. 535; 91 Atl. 938, is that the bond in such case, having been approved by the court, is deemed held in trust for the parties interested. But the power given the court to approve a bond, does not give the power to the court to modify or terminate it. And where the statute requires that a conservator, guardian or other fiduciary invest funds of the ward in certain classes of securities, the mere fact that a Surrogate or Probate Judge authorized or directed the fiduciary to invest funds in certain securities, not so authorized, this would not relieve the surety from liability for loss sustained where such unauthorized investments were made. A very scholarly and comprehensive paper on "The Termination of Liability Under the Bond of a Public Official" was read at the Round Table discussion of the Insurance Section of the American Bar Association by Mr. Theodore F. Sedwick of the Standard Accident and Insurance Company at the 1946 meeting at Atlantic City and published in the Proceeding of the Section of Insurance Law for 1946-1947 at Page 151.

Statutes of Limitations

At common law, no limitation of time within which an action must be brought existed, and the maxim that "a right never dies" was recognized. *Joyne's, "Limitations"* page 1. However, since all states now have statutes limiting the time for bringing actions, it naturally follows that if the action against the principal is barred by statute of limitations, it is likewise barred against the surety. Such statutes are statutes of repose and not of presumption. And unless the suit is commenced within the limited time, it cannot be maintained and is said to be barred. (Annotation: 121 Am. Law Rep. 758).

Justice Story, in delivering the majority opinion for the United States Supreme Court in *Bell v. Morrison*, 1 Pet. 351, de-

fined the true object of the Statute of Limitations in the following language, which has often been quoted, *p. 360*:

"It is a wise and beneficial law, not designed merely to raise a presumption of payment of a just debt, from lapse of time, but to afford security against stale demands, after the true state of the transaction may have been forgotten or be incapable of explanation by reason of death or removal of witness."

The question often arises whether, in cases where the principal, either by partial payment or some other affirmative act which tolls the statute, it likewise tolls the statute in reference to the surety.

The English rule, until changed by Act of Parliament, was that the obligation is revived against the surety as well as the principal. The leading case among the earlier English cases, *Whitcomb v. Whiting*, 2 Douglas 651, has often been referred to in the earlier cases in this country. However that case is now followed in only a few states *Virginia law Review Vi. page 586; Yale Law Journal XXIX page 804*.

The majority rule, founded on sound reasoning, treats the new promise and part payment as an acknowledgment of the debt affecting only the parties making it. By this reasoning, the promise to pay an old obligation is not a continuation of the old contract, but constitutes a new contract supported by the old consideration "The new promise is not a mere mark by which time is counted, but is a new *causa litis*." *Bell v. Morrison* 1 Pet. 351 (26 U. S. 265), *Moore v. Snider*, 109 Fed. (2) 840.

Contractual Limitations

Surety bonds frequently contain contractual limitation shorter than provided for by the statute of limitations. Such provisions are held valid, and unless complied with, the liability of the surety is terminated after the expiration of the limitation period specified, though the principal may still be liable. In some states limitations by contract shorter than provided for by statute are held to be void. In others they are restricted as to time of the nature of the contract, and in others they are expressly permitted by statute. Where there are no statutory prohibitions, such contractual limitations are binding and upheld, and the surety is discharged if no suit is brought within the period provided.

However, such limitation being an affirmative defense, must be pleaded¹

Where there are no prohibitions against contractual limitations, courts have frequently gone to great length to uphold such provisions.

In the case of *Lesher v. U. S. F. & G. Co.*, 239 Ill. 502, 88 N. E. 208, which was a suit on a bond given to secure performance of a building construction contract, the bond contained a provision limiting the time for bringing suit to three months after the date provided for in the contract for completion of the building. The completion date was December 15, 1902 and the bond contained the following provision:

"Third, that in no event shall the surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action, or other proceedings thereon that is instituted later than the 15th day of March, A. D. 1903."

The contractor failed to complete in time and was still working on the job on March 15th, 1903. Also, there were mechanics' liens filed which had not been passed on. Suit was not brought until November 25, 1903 and the surety filed a demurrer. Plaintiff contended that the loss could not be determined until after March 15th and that the limitation clause was unreasonable. And on that ground should be held invalid and void. The Court sustained the demurrer and in affirming the lower court, the Supreme Court said, at page 512:

"The period of limitation began to run from the breach of the contract, which was the failure of Schlueter to complete

¹States in which contractual limitations are expressly permitted, or where there are no statutory provisions prohibiting or limiting same are: Arizona, California, Colorado, Delaware, Illinois, Iowa, Maryland, Michigan, Nevada, New Hampshire, New Mexico, New York, Pennsylvania, Rhode Island, Utah, Vermont, Washington, Wisconsin and Wyoming.

States where such limitations are valid and binding if they are "reasonable," "not unreasonable" or for not less than a certain period of time are: Arkansas, Connecticut, District of Columbia, Georgia, Indiana, Kentucky, Louisiana, Maine, Massachusetts, Minnesota, North Carolina, Ohio, Oregon, Tennessee, Texas, Virginia, and West Virginia.

States where contractual limitations are unenforceable declared void or prohibited by statute are: Alabama, Florida, Idaho, Kansas, Mississippi, Missouri, Montana, Nebraska, North Dakota, Oklahoma, South Carolina and South Dakota.

the building December 15th, 1902, and a right of action accrued to appellant at that time. He might at any time thereafter, before March 15th, 1903, have instituted suit on the bond and had his damages assessed at the amount that had accrued up to the time of the trial, whether such damages accrued before or after March 15. The bond did not limit the liability of the appellee to such damages as accrued prior to March 15 resulting from failure to comply with the contract, but only required that suit be brought before that date."

In states where contractual limitations in reference to insurance policies or contracts are prohibited or limited one must remember that contracts of suretyship are not affected by such statutes. Because of the language in some of the earlier cases and because the law is now established that the rules of construction applicable to insurance contracts are applied to the construction of bonds of corporate and compensated sureties, confusion has frequently arisen. And some courts have stated definitely that contracts of a corporate surety are contracts of insurance. However, the law is well established that bonds of a corporate or compensated surety are not contracts of insurance. The rule is well stated in the case of *Meyer v. Building Realty Service Co.*, 209 Ind. 125; 196 N. E. 250, 110 Am. Law Rep. 1442. The statute of Indiana provides, in reference to insurance contracts, that:

"Any condition in said policy inserted to avoid this section shall be void and no condition or agreement not to sue for a period less than three years shall be valid."

The bond sued on, given by a corporate surety, contained the following provision:

"4. Legal proceedings for recovery hereunder may not be brought unless begun within twelve months from the time of the discovery of the act or omission of the principal on account of which claim is made."

In holding that the provision of the statute above cited did not apply to surety bonds, and that the contractual limitation contained in the bond was binding, the court said *page 253 N. E.*

"The only question left for our decision is the first question above stated. Is

the bond here in question a contract of insurance, or is it a contract of surety?

"We find statements in many decisions varying from an unqualified declaration that a corporate surety is an insurer and engaged in the insurance business, to the more guarded statement that when a surety company becomes obligated on its bond, 'the relation of principal and surety, or of principal and guarantor, is created just as much as though the application had been made to a private individual and such private individual had executed a bond to the employer.' *Maryland Casualty Co. v. Hjorth* (1925), 187 Wis. 270, 202 N. W. 665, 666.

"An examination of the cases cited by appellant, to the proposition that the surety company is an insurer, and many other cases might be added to the list, it will be observed that they are cases involving the rights of the insured against the indemnity company and relate to a construction of some ambiguous language in the contract.

"(2-6) In construing an ambiguous provision in a corporate surety contract, the courts apply the rule applicable to insurance policies, namely, that the language will be construed most strongly against the insurance company. In such cases it can make very little difference to call corporate surety an 'insurer,' and his contract a policy of insurance. This seems to be the only innovation thus far made by the courts in construing corporate surety contracts. But when the courts are dealing with the rights, remedies, and defenses of a surety, the rule of insurance furnishes no help. A contract of surety creates a tripartite relation between the party secured, the principal obligor, and the party secondarily liable, and the rights, remedies, and defenses of a surety cannot be disassociated from this relationship even though you call the contract one of insurance. This tripartite relationship is always present in a surety contract, while an insurance contract in itself never creates a tripartite relation analogous to the suretyship relation. While insurance contracts are in many respects similar to surety contracts, yet there is a very wide difference between the two kinds of contracts. Insurance has been defined as a contract whereby one undertakes to indemnify another against loss, damage, or liability arising from an unknown or contingent event; whereas a contract of suretyship

is one to answer for the debt, default, or miscarriage of another, and a contract of suretyship is not altered because made by a corporation for compensation. Notwithstanding the fact, surety contracts, when executed by a corporation for compensation have sometimes been spoken of by the courts as insurance contracts, the fact still remains that the wide difference, above mentioned, still exists. We are clearly of the opinion that the contract here in question is a contract of suretyship and not an insurance policy."

Another case frequently referred to is *Union Indemnity Company v. Vetter*, 40 F. (2) 606. In that case plaintiff sought to recover attorney's fees under a bond given by a corporate surety.

The statute of Florida provides for an allowance of attorney's fees in favor of a beneficiary "under any policy or contract of insurance." The bond sued upon was a building construction bond. In holding that no recovery could be had for attorney's fees in a suit on a bond, the court said at page 609:

"We do not think the indemnity bond on which suit is brought is a policy or contract of insurance within the meaning of the Florida statute."

The fact that the bond is given by a company which writes insurance as well as surety bonds, or the name given to the contract, are not determinative of the question of whether or not a contract is an insurance policy. The court must look to the contract itself to determine whether it is a contract of insurance or suretyship. In *Bowers v. Lawyers Mortgage Co.*, 285 U. S. 182, the court said at page 188:

"While name, charter powers, and subjection to state insurance laws have significance as to the business which a corporation is authorized and intends to carry on, the character of the business actually done in the tax years determines whether it was taxable as an insurance company."

Limitation on Public Official Bonds

The question of the application of the statute of limitations frequently arises in connection with suits on public official bonds. Statutes frequently provide that suit be instituted against a public official for misfeasance or malfeasance in office, or for torts committed by such officer in

the performance of his duties, within a shorter time than required in a suit against private individuals. As a general rule, in such instances the special provision for limitation within which to sue the public official is applicable in a suit on his bond. A difficulty arises where there is no such statutory limitation and the question is whether the surety, in a suit on its bond can plead the statutory limitation regarding tort actions, or whether the longer period applicable to written instruments or instruments under seal. While there are a few scattered cases holding directly or inferentially that the surety cannot invoke the statute of limitations until after the period for suit on a written instrument has expired, the large majority of cases and the trend of later decisions in all states is that, if the action against the public official is barred, it is likewise barred against the surety on the bond. The theory is that the gist of the action is the delict or injury and that the bond is merely as security for damages sustained by reason of the delict.

A well reasoned opinion in the case of *People for Use of Stubblefield v. Wochner*, 244 Ill. App. 30, which was a suit on a sheriff's bond, wherein the leading cases are discussed, the court saying at page 34:

"It is contended by appellees that if the action were against the sheriff alone to recover damages for the taking of the note, the five-year statute would bar the action. *Carr v. Barnett*, 21 Ill. App. 137; *Pennsylvania Co. v. Chicago M. & St. P. Ry. Co.*, 144 Ill. 197. As far as the officer himself is concerned, his official bond does not extend the obligation imposed on him by law, and he is obligated faithfully to perform his official duties just as effectually without signing any bond, unless by force of constitutional or legislative provision. Since the officer is already bound by law to perform the duties pertaining to his office, the bond is in effect merely a collateral to his official duties. 22 R. C. L. 497; *Walton v. United States*, 9 Wheat. (U. S.) 651; *People v. Putnam*, 52 Col. 517, 122 Pac. 796.

"Numerous cases are cited by appellee as to the law in other states upon this question, and it is held: In actions against public officers on their official bonds it has been said that, 'While it is true this is an action against a bond, it is not an action on a written contract,

as the basis of the action is the wrongful and illegal act of the principal upon which the liability of the surety is dependent.' *Hillyard ex rel. Tanner v. Carrabin*, 96 Wash. 366, 165 Pac. 381; *Board of Com'rs. of Graham Co. v. Van Slyck*, 52 Kan. 622, 35 Pac. 299.

"The gist of the action is not the bond but the wrongful act of the officer. The bond is more in the nature of a collateral security and the cause of action is the misfeasance or malfeasance of the officer. *State v. Conway*, 18 Ohio St. 235; *State v. Blake*, 2 Ohio St. 147.

"The bond does not give the cause of action; the wrongs or delicts do; and the bond simply furnishes security to indemnify the persons who suffered by reason of such wrongs or delicts; . . . When the principal debt or cause of action fails, the security must also fail; and, as we have stated before, a sheriff's bond is simply a security, collateral to the main cause of action.' *Ryus v. Gruble*, 31 Kan. 767, 3 Pac. 518; *People v. Putnam*, 52 Col. 517; 122 Pac. 796; *Spokane County v. Prescott*, 19 Wash. 418, 53 Pac. 661.

"A sheriff's or constable's bond is simply collateral security for the performance of the officer's duties and when suit is barred for a breach of his duty action is also barred on his bond. *Phillips v. Hail* (Tex. Civ. App.) 118 S. W. 190; *Ryus v. Gruble*, 31 Kan. 767, 3 Pac. 518; *Paige v. Carroll*, 61 Cal. 211; *Sonoma County v. Hall*, 129 Cal. 659, 62 Pac. 257.

"Whenever a cause of action is barred by any statute of limitation, the right to maintain a cause of action, therefore, upon a bond which simply operates as a security for the same thing, must necessarily cease to exist. *Ryus v. Gruble*, *supra*. So far as actions of this character are concerned, the limitation acts upon the cause, not the form of action. *Chipman v. Morrill & Webster*, 20 Cal. 130-137; *Spokane County v. Prescott*, 19 Wash. 418, 53 Pac. 661, 67 Am. St. Rep. 733. If no cause of action exists against a principal, there can be none against the surety. *Leeds Lumber Co. v. Haworth*, 98 Iowa 463, 67 N. W. 383, 60 Am. St. Rep. 199-207 (Note)."

And again, at page 37:

"We find nothing in statute or principle contravening the soundness of the

rule established in the other states. Statutes of limitations are statutes of repose, and are intended, after a reasonable time, to put at rest differences and difficulties, the facts in regard to which rest upon the frail memory of man. In this case, after nine years, appellant seeks to litigate the commission of a tort, an assault, the only evidence of which must be the oral testimony of the actors and witnesses now living. This does contravene the spirit and purpose of the statute of limitations and invites litigants to delay and fraud."

In *People for Use Hammond v. Standard Accident Insurance Co.*, 306 Ill. App. 163, the court said, at p. 166:

"The gist of an action on the sheriff's official bond is the officer's wrongful act and is barred by the 5-year statute of limitations."

Where a surety executes a Public Official Bond for a specified term, it remains liable, as a rule, until the official's successor has been duly qualified even though this extends beyond the time specified in the bond. Reference is again made to Mr. Sedwick's article where this question is very ably discussed. The statute in suit on a Public Official bond begins to run from the time the cause of action accrues. Thus, in case of a wrongful levy by a sheriff, the statute begins to run from the time of the levy, and is not tolled pending litigation to determine title of the property or any other action in defense. *People v. Johnson*, 227 Ill. App. 36, *People for Use Hommand v. Standard Accident Insurance Co.*, 306 Ill. App. 163.

Judge Wells M. Cook in his edition of *Stearns Suretyship*, sec. 95, page 133, states the rule to be as follows:

"Where the statute provides that actions for misfeasance in office are barred within a certain time, actions against sureties upon the bond of the officer are barred by the same limitation. A surety on a bond is not liable for something on which his principal is not liable."

Appeal Bonds

Liability of surety on appeal bonds, conditioned that the appellant will prosecute his appeal with effect, is terminated by reversal of the judgment upon such order of reversal becoming final. The mere entry of an order of reversal is not sufficient

as the appellee may apply for and be granted a rehearing or appeal to a court of last resort. For example, where a bond is given in an appeal from the United States District Court to the Circuit Court of Appeals, which court reverses the judgment, and the appellee then sues out a writ of certiorari from the United States Supreme Court, the liability of the surety on the first appeal bond is not terminated until and unless the Supreme Court has entered a final order affirming the judgment of the Circuit Court of Appeals.

Where successive appeal bonds are given, as where an appeal has been taken to an intermediate appellate tribunal, and a further appeal is taken to a court of last resort, these successive bonds are cumulative, and a final affirmance fixes liability upon both bonds. In the case of *Babbitt v. Finn*, 101 U. S. 7, the court said at page 13:

"Where the bond is given in a subordinate court to prosecute an appeal to effect in a superior court, the sureties become liable if the judgment is affirmed in the superior court; nor are they discharged in case the judgment of the superior court is removed into a higher court for re-examination and a new bond is given to prosecute the second appeal, if the judgment is affirmed in the court of last resort. Nothing will discharge the sureties given to prosecute the appeal from the court of original jurisdiction, but the reversal of the judgment in some court having jurisdiction to correct the alleged error."

However, as between successive sureties, the last are the principal obligors and the first are in the relation of sureties for them. And, where the second set of sureties paid the judgment, there was no liability on the part of the first surety for contribution. In *Wronkow v. Oakley*, 133 N. Y. 505, 31 N. E. 521, the court said:

"Upon the affirmance of the judgment by the latter court the sureties on the last appeal bond took an assignment of the judgments, and in their hands there was no longer any liability on the part of the sureties on the first appeal. Such sureties became, on the giving of the second undertaking to pay the judgments, sureties for the second sureties, and when the second sureties paid or discharged their obligation to the owner of such judgments and took an assignment

of them, they could not enforce them against the first sureties."

The foregoing does not include appeals or writs of error from the rulings of boards of quasi-judicial bodies as, for example, Industrial Commissions. In cases involving bonds given in such appeals, references must be made to the statutes creating such bodies. In Illinois, for example, there is a case holding that where a bond is given in an appeal from an award by the Industrial Commission to the Circuit Court, as provided by statute, and that court remanded the case to the Industrial Commission to take further evidence, the surety remained liable, the court saying:

"It is urged by appellants, as their sole contention for reversal, that the condition of the bond in question was satisfied by the successful prosecution of the certiorari proceedings instituted by them in the Circuit Court of Peoria County as aforesaid. The proceedings in no wise were terminated by a final judgment. The Circuit Court remanded the cause to the Industrial Commission for the taking of additional testimony. That Court did not change the award in any way. Such order was merely interlocutory and not subject to review by the Supreme Court. (*Cooke v. Groverland Coal Mining Co.*, 276 Ill. App. 521)."

The statute and practice act of the state should be consulted in such cases. Thus, in Oklahoma, where the statute creating and regulating the Industrial Commission is very similar to those of New York, Michigan and Illinois, but where an appeal to the Supreme Court in cases of an award by the Practice Act, the Court expresses a different view. *Home Indemnity Co. v. Dungan*, 178 Okla. 46, 61 Pac. (2) 637; *Union Indemnity Co. v. Saling*, 166 Okla. 133, 26 Pac. (2) 217.

Fidelity Bonds

The rule that whatever discharges and releases the principal likewise releases the surety naturally applies to fidelity bonds. Such bonds usually contain provisions as to the giving of notice, making periodical audits, etc., which must be complied with in order to recover under such bond. It is now the well settled law that liability under a fidelity bond is terminated when the obligee has knowledge of a default by the principal, and that the surety is not

liable for any acts of fraud, dishonesty or other acts covered by the bond committed by the employee after the employer becomes aware of any act which might be made the basis of a claim under the bond, and the surety's liability in a continuing suretyship terminates as to future acts from the time that the employer acquires such knowledge.

The employer owes a duty of good faith to the surety. If he discovers the employee has been guilty of dishonesty and retains him in his employment, the liability of the surety is terminated as to subsequent acts of the employee. And, this is true even though the employee made full restitution and regardless of the amount of such defalcation. It has also been held that where the employer knew of the employee's dishonesty or defalcation during a previous period of employment and after a lapse of time re-employed him, he could not recover for any loss under a bond given for the subsequent period of employment. The surety is liable for all shortages occurring prior to knowledge of default by the employer, and where the surety seeks to avail itself of the defense of knowledge of default by employer, it has the burden of proof. The rule is well stated in *Williams v. Lyman*, 88 Fed. 237, where the court said, at page 239:

"It may be conceded, also, that sureties for a deputy or a servant are released from liability for subsequent delinquencies if the employer connives at his defalcations, or if he becomes aware of them, and permits his deputy or servant to continue in his employment, without communicating his knowledge to the sureties. The reason is that the duty to act in good faith towards those in contract relations with them rests upon all men, and a concealment of such defalcations, a failure to notify the sureties of them as soon as discovered, or to immediately discharge the defaulter, or a connivance at them, is both a violation of that duty and a fraud upon the sureties. *Phillips v. Foxall*, L. R. 7 Q. B. 666; *Burgess v. Eve*, L. R. 13 Eq. 450, 458; *Gradle v. Hoffman*, 105 Ill. 147, 155. Perhaps a willful shutting of the eyes to evidences of fraud, dishonesty, or embezzlement on the part of the servant—a negligence so gross as to warrant the inference of connivance—might have the same effect, because such willful ignorance would work a like fraud on the

sureties. But there must be some violation of a covenant with, or some breach of a duty to, the sureties to work a release of their obligation."

Since fidelity bonds are usually applied for by the obligee it is well to bear in mind that the doctrine of *uberrima fides* applies in securing such bond. It is the duty of the obligee in making application for such bond to disclose all facts material to the risk and the concealment of a material fact would release the surety, such as knowledge of previous defalcation by the principal, existing default, etc. Thus, if the obligee knows or had good grounds for believing, that the surety is being misled and that he was induced to enter into the contract in ignorance of facts materially increasing the risk of which the obligee has knowledge and the obligee has an opportunity, before enabling the undertaking, to enforce the surety on such facts, good faith and fair dealing demand that he make the disclosure; and if he accepts the contract without doing so, the surety may afterwards avoid it. *Bank of Munroe v. Anderson Brothers, etc.*, 65 Ia. 692, 22 N. W. 929; *First National Bank v. Terry*, 135 Fed. 621. Fraudulent concealment of material facts is equivalent to affirming a fact which does not exist and the doctrine applies quite strictly to sureties. It is well established that there is a duty on the obligee to disclose such facts and the mere failure on the part of the surety to make inquiry will not relieve the obligee of such duty. The case of *Copper Process Company v. Chicago Bonding & Ins. Co.*, 262 Fed. 66, appears in 8 A. L. R. at p. 1477 and the annotations beginning at 1485 cover the question of concealment quite thoroughly.

Fiduciary Bonds

A surety on the bond of a guardian, executor, administrator or other fiduciary remains liable until the termination of the administration, unless sooner discharged from liability in some lawful manner. The general rule that what operates that release of the principal releases the surety, applies to fiduciary bonds subject to the exception in cases where the liability of the principal is extinguished by operation of law. Final settlement and discharge of the fiduciary ordinarily terminate the liability on the bond having the same force and effect of a final judgment and precludes action unless impeached and set

aside in an appropriate proceeding. In other words, it is not subject to a collateral attack. Such action is not barred, however, if the settlement and discharge was obtained by fraud.

Such obligation having once been assumed, the general rule is that, in the absence of an enabling statute providing for discharge or termination of surety's liability, one who has become a surety on the bond of an executor, administrator, guardian or trustee, cannot terminate his future liability on the bond. Such right exists, if at all, only under express statutory provision to that effect. In states where there is no enabling statute providing for the termination of liability of the surety for future defaults, the surety remains liable until the fiduciary is discharged and the administration is terminated.

The general rule is that a fiduciary is required to observe such care and diligence in the performance of his duties as a good conscientious business man exercises in his own affairs under like circumstances, and the surety's liability on his bond does not extend beyond this test.

In order to establish a claim against the fiduciary for breach of duty, such as misfeasance, malfeasance or non-feasance in the administration of the estate, the claimant must show diligence in the prosecution of the claim and where the defense of laches would defeat a claim against the fiduciary such defense is likewise available to the surety.

While there are statutes in most states enabling the surety to terminate its future liability under fiduciary bonds by following the prescribed procedure the statute must be strictly complied with and notwithstanding such new bond, the surety so released is liable for all defaults existing prior to such termination. In the case of *Continental Casualty Company v. United States*, 68 F. (2d) 577, the surety on the bond of a trustee in bankruptcy notified the court by letter that it desired to terminate its obligation and the court while stating the rule that the surety might terminate its liability on such bond yet the effort made was not sufficient to release the surety. The Court saying at page 582:

"Such suretyship is not to be lightly entered into, and when undertaken is not to be lightly terminated. The surety assumes a continuous obligation whereon it knows the public is entitled

to rely. We believe it reasonable and requisite that, in any event, before termination of the suretyship could be effected appellant should notify receivers and trustees who had bankruptcy funds on deposit in the bank in reliance upon the bond. We cannot regard the letter delivered to the district judge, nor the one delivered to the bank, or both, as giving such notice, nor as terminating liability of appellant's suretyship."

Building Construction Bonds

Termination of liability under building construction bonds for public work is usually governed by the statute requiring the bond. In reference to work done under contract with the United States Government, bonds given prior to "60 days after August 24th, 1935," were governed by the Heard Act (Title 40, Section 270, Mason's Code). Bonds given under this section provided for payment of all claims for labor and material furnished in connection with the completion of a project and that suit be filed within one year after "performance and final settlement." If no suit was filed within that period the liability of the surety terminated at the expiration of one year. By final settlement was not meant final inspection or completion of the work or payment of the balance, but the time of an administrative determination of the amount due upon the completion of the contract. See *Globe Indemnity Company v. U. S. to Use of Steacy-Schmidt Mfg. Co.*, 291 U. S. 476; *Pederson v. U. S. for Use of Washington Iron Works*, 253 F. 622; *Antrim Lumber Company v. Hannan*, 18 F. (2d) 548.

The Heard Act was repealed by the Act of August 24, 1935, known as the Miller Act (Section 270a, 270b, 270c and 270d, Title 40, Masons' Code) which applies to contracts given in connection with government construction work where invitations for bids were issued subsequent to "60 days after August 24, 1935." Under the Miller Act the contractor is required to give two bonds, a performance bond for the protection of the United States, guaranteeing the completion of the work covered by the contract, and a payment bond for the protection of persons furnishing labor and materials. The Act provides that "no suit shall be commenced after the expiration of one year after the date of final settlement of such contract" and must be brought, as in suits under the Heard Act,

in the U. S. District Court in the district in which the contract was performed and executed. Under the payment bond it is necessary for one furnishing labor or material to a sub-contractor to give notice, the Act providing:

"Provided, however, That any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing said payment bond shall have a right of action upon the said payment bond upon giving written notice to said contractor within ninety days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed."

The Act further provides that such notice shall be served by mailing the same by "registered mail" to the contractor or "in any manner in which the United States Marshal of the district in which the public improvement is situated is authorized by law to serve summons."

However, in reference to notice the courts have held that the purpose of the notice is to advise the contractor of any liability created by his contract for which claim may be made, so he may protect himself. *U. S. for Use v. Fleisher Eng. & Construction Company*, 107 F. (2d) 925, 311 U. S. 15; *U. S. v. Northwestern Eng. Co.*, 122 Fed. (2) 600.

The requirement of the notice applies to contractors and not to sureties. *U. S. v. Otis*, 30 F. Supp. 590.

In the *Fleisher* case the notice was sent by regular mail and to only one of two joint contractors on the same project, and it was held that the notice was sufficient. The Heard Act, as well as the Miller Act, is liberally construed as to subcontractors, laborers and materialmen, and all doubts and ambiguities are construed against the defendants in a suit on the bond. Mere defects in the notice or procedure are disregarded, provided the contractor had actual notice and the suit is within one year after final settlement. As said in the case of *U. S. v. McCay*, 28 F. (2d) 777, at page 779:

"The Materialmen's Act which controls the present suit was originally enacted in recognition of the inability of contractors for labor and material on government work to take liens on the property of the United States. It expressly aims to protect those who furnished such labor and materials. The statute must be liberally construed to effectuate its purpose, and mere technical defenses in an action on a bond given under the statute are to be disregarded."

See also *Illinois Surety Company v. John Davis Company*, 244 U. S. 376.

The Courts, however, recognize the general basic law of suretyship, and where the subcontractor or materialman has released the contractor he has likewise released the surety, and he cannot maintain a suit against the surety on the bond.

Thus, in *U. S. v. James McHugh Sons*, 21 F. Supp. 202, the court held that where a materialman who furnished material to a subcontractor and signed waivers for any claim against the general contractor, the balance due for such materials could not be recovered in a suit on a bond. The court cites the case of *National Surety Company v. Breeze Lumber Company*, 60 F. (2d) 847, where it was held that where a surety contracted against breaches of logging contracts by a partnership, if partnership is released from performance of the contract, such release discharged the surety. See also *Pacific Coast Engineering Co. v. Detroit Fidelity and Surety Co.*, (Cal.) 293 Pac. 140, where the Court said at page 141:

"It is a familiar principle of suretyship that an act of the creditor by which the principal is discharged from liability will also discharge the surety."

It therefore follows that the surety's liability on a bond given under the Heard Act or Miller Act is terminated, unless suit is brought one year after final settlement under the contract, or where the claimant has released the contractor or failed to comply with the statute in the case of claimants who furnished materials and labor.

Bonds given to secure completion of public contracts for various states and municipal sub-divisions of a state, municipalities, etc., present a more difficult problem in determining when surety's liability is terminated. These bonds are usually given in accordance with statutes or ordinances requiring the same which vary so in their

provisions that it would be impossible to go into this without having in mind such statutes or ordinances applicable. It is also well in reference to school districts, municipal sub-divisions and the like to determine the powers created by charter or statutes to the particular subdivision. Also the time within which claim must be perfected and suit filed varies materially. For example, bonds for public works in Washington and Oregon provide that notice must be served on the general contractor within a comparatively short time from the performance of the first labor or materials furnished. In Illinois such notice must be given to the general contractor within 180 days after the furnishing of the last labor or material. [Ch. 29, Secs. 15 and 16] Practically all statutes require that suit shall be instituted to perfect such claim within a comparatively short time after the completion of the work. The statute of Iowa [Iowa Code Ch. 542, Sec. 1038] provides that notice of claim must be filed within thirty days after completion and final acceptance of the work or at any time after that if the "public corporation" has not paid the full contract price and in any event within sixty days after the completion and final acceptance of the project.

In all instances recovery by a materialman or labor under such bonds is a statutory remedy and the statute must be complied with in order to allow recovery.

Change of Status

As a general rule the liability of a surety is terminated by a change of status of the obligee. Thus, where the obligee in a bond is an individual, or a partnership, the liability of the surety is terminated by such obligee or obligees becoming incorporated. This also applies where the obligee or one of several obligees assigns him or their interest. In the case of *Black v. Alberry et al.*, 89 Ohio St. 240, 106 N. E. 38, the obligee in the bond was a partnership consisting of three partners. One of the partners withdrew and assigned his interest to the other two. It was there held that the suretyship was terminated by such change in status of the obligee. While the surety in that case was a personal surety, the same rule would apply to a corporate surety. It was there argued that the defense of the surety was purely technical. In answering this, the Court said:

"The law is a technical science, and, since it is the duty of the courts to ad-

minister justice according to the law with reference with which the parties are conclusively presumed to have conducted their transaction, a surety who invokes the protection afforded him by established rules should not be denied that protection on the ground that it is technical."

In *Friendly v. National Surety Co.* 46 Wash. 71, 89 Pac. 177 a partnership contracted to construct an apartment for plaintiffs, one of the partners withdrew and the obligee released him from the contract. It was held that the surety was thereby also released and in *Los Angeles Stone Co. v. National Surety Co.*, 178 Cal. 246, 173 Pac. 79, the contractor failed in completion and the contract was assigned to another party to complete "as contractor's agent." It was there held that the surety was not released as the assignee was merely acting for the contractor.

Where statutes permit the consolidation of a bank or other corporation or organization created or regulated by statute an assignment of a contract to the consolidated company would not release the surety. *Winters v. National Bank & Trust Company v. Grether*, 69 Ohio App. 461, 42 N. E. (2) 941. And where the surety is bound to the obligee "his successors and assigns" an assignment of the contract is of course permissible and does not release the surety as to a change in the principal, this would naturally release the surety unless the surety consents to such change or the obligee has power to do so by the terms of the bond. For example, if the surety bonded "A" as cashier the surety would not be liable if the obligee replaced "A" with "B." This of course would not apply in a form of bond.

Termination of Liability by Statutory Provision

This subject has been previously covered as to certain types of bonds. As a general rule, the surety remains liable until the performance of the obligation by the principal or is released by acts or omissions of the obligee. Many statutes now have enabling statutes providing for the termination of sureties' liability as to future acts. Such statutes provide what steps are necessary to terminate the surety's liability, which provisions must be strictly complied with. Referring again to public officials if an effort is made to terminate the liability and the statute provides for the giving

of a new bond the rule is that failure to furnish such new bond results in declaring the office vacant. Where one of several sureties has been discharged, under such statutes, co-sureties of said bond are likewise discharged. *Cohise Co. v. Ritter*, 3 Ariz. 208, 73 Pac. 448, in accordance with the rule that release of one of the sureties upon a joint and several obligation discharges the other sureties.

Some states also have enabling acts permitting the surety to terminate future liability on private undertaking in certain instances, as for example, failure of the obligee to proceed against the principal upon demand of the surety. Here again, the statute must be strictly complied with in order to effect the termination. And where a surety is so discharged such discharge will not absolve or relieve the surety from liability for any breach of the bond which occurred prior to the date of such discharge, even though such breach was not discovered until after a new bond was given.

Replevin bonds, attachment bonds and other court bonds, and the extent of the surety's liability under such bonds are usually clearly defined by statutes and rules of court. Termination of the surety's liability of such bonds is dependent upon the provisions of said statutes or rules, which in many instances provide for the termination of liability unless suit is brought within a time fixed, which is usually shorter than provided for by the statute of limitations. The surety's liability on such bonds cannot be extended beyond the terms of the undertaking. For example, if a bond is given in a replevin action to determine possessory rights, the surety's liability terminates if the right of possession is determined to be in the plaintiff, notwithstanding that a money judgment may be entered in favor of the defendant in the same action.

In the case of *Hurd v. U. S. F. & G.*,

116 Kans. 473, 227 Pac. 337, it was found that plaintiff was entitled to possession of the goods replevied, but that his interest in the property was only \$693.08, whereas the value of the property at the time it was taken was \$2500.00. Suit was brought against the surety on the replevin bond for recovery of the difference. The court held that the surety's liability was terminated when the right of possession was found to be in the plaintiff, and that it was not liable for the value of the property over and above the amount of the plaintiff's claim therein, saying at page 339:

"In this instance the bonding company has been guilty of no wrong, and has not been privy to the doing of any wrong. It undertook to make the replevin defendant whole if it were adjudicated that the defendant's possession at the time the action was commenced was not wrongful. The court adjudged that the defendant's possession was wrongful, and the company rests under no liability under the bond."

Release of Co-Surety

Where the co-sureties are bound jointly, a release of one co-surety releases all, though such result does not necessarily follow in case of a covenant not to sue, or where the co-surety is discharged by operation of law. Where the co-sureties are bound severally, a discharge of one does not discharge the others; nor would the discharge of several co-sureties affect the liability of the others in jurisdictions where by statute the release of one joint debtor does not affect the liability of the others. And even though remaining sureties are liable, though one co-surety has been relieved from liability by a covenant not to sue, the remaining sureties, having paid the obligation, can have contribution from the co-surety released, for his proportionate share of the loss.

Mid-Winter Metropolitan Meeting

The annual informal cocktail party and luncheon usually held late in January of each year in New York City was an unusually well-attended affair this year. This year's meeting was on January 27 at the Hotel Biltmore.

Notices of this unofficial special luncheon are sent to officers, Executive Committee members and members resident in New York, Connecticut, New Jersey and Pennsylvania.

The 106 members and guests present heard brief remarks from the Association President, Wayne Stichter; the President of the American Bar Association, Cody Fowler; and the Superintendent of Insurance of the State of New York, Alfred J. Bohlinger.

Officers and Executive Committee members present also included Secretary John Kluwin, Vice President Harlan Don Carlos, and Executive Committee member Ernest Fields. The luncheon was handled by the committee composed of Milton Baier, Ernest Fields and Price H. Topping, as chairman.

All members of the Association, wherever they live, are welcome to attend this luncheon, but notices are sent only to those resident in the area. Therefore, if any member contemplates being in New York late in January and would like to attend the luncheon next year or any other year, it is suggested that he get in touch with Price H. Topping, the chairman, or John Kluwin, the Association Secretary.

White Sulphur Springs, West Virginia

24th Annual Convention

June 28, 29, 30, 1951

The Greenbrier Hotel

New Members Of The Association

In behalf of the officers and older members of the Association the Journal welcomes and takes pleasure in introducing the following named new members, who have joined the Association since April, 1950. We hope all of you will attend the 1951 meeting at White Sulphur Springs, West Virginia, June 28, 29 and 30.

ARMSTRONG, VAYNE M.—Indianapolis 4, Indiana
Armstrong & Gause
1107 Peoples Bank Building

BAIRD, W. NEAL—Atlanta 3, Georgia
Neely, Marshall & Greene
1040 Hurt Building

BARRY, HAMLET J., JR.—Denver 2, Colorado
Manufacturers and Wholesalers Indemnity
Exchange
646 Gas & Electric Building

BELL, J. HALLMAN—Cleveland, Tenn.
Corn and Bell
P. O. Box 655

BROWN, E. T., JR.—Birmingham 3, Alabama
Cabaniss and Johnston
902 First National Building

BURLINGTON, DON W.—Mason City, Iowa
Westfall, Laird and Burlington
First National Bank Bldg.

BURT, RUSSELL J.—Canton 2, Ohio
Burt, Carson, Lynch & Vogelgesang
600 First National Bank Building

CAMERON, WILLIAM A.—Rice Lake, Wis.

COONEY, JAMES EVANS—Des Moines 9, Iowa
Bannister, Carpenter, Ahlers & Cooney
1012 Bankers Trust Building

DALTON, JOHN M.—Kennett, Mo.
Cotton Exchange Bank Bldg.

DAY, ALBERT W.—Los Angeles 14, California
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DREUX, WILLIAM B.—New Orleans 12, Louisiana
Jones, Flander, Waechter & Walker
847 Canal Building

DUDLEY, EATON J.—Terre Haute, Indiana
Gambill, Dudley and Cox
613 Merchants National Bank Building

DUNN, GEROLD C.—Los Angeles 14, California
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Fulbright, Crooker, Freeman & Bates
1201 Second National Bank Bldg.

EPPS, A. C.—Richmond 19, Va.
Christian, Barton, Parker & Boyd
506 Mutual Building

FIX, MEYER—Rochester 14, New York
John Van Voorhis' Sons
500 Powers Building

FRASER, ROBERT G.—Omaha 2, Neb.
Fraser, Connolly, Crofoot and Wenstrand
637 Omaha National Bank Bldg.

GALLOWAY, J. STUART—Baltimore 3, Maryland
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GALLUP, WILLIAM D.—Bradford, Pennsylvania
Gallup, Potter and Gallup
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Gammage and Gammage
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GARFIELD, FREDERICK M.—New York 7, New York
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Brown, Kelly, Turner and Symons
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Lacey, Scroggie, Lacey & Buchanan
1204 Dime Building

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1715 Pierce Building

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Deutsch, Kerrigan & Stiles
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KLINER, ARTHUR—Cheyenne, Wyoming
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410 Majestic Building

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Parker and Knipmeyer
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Yonge, Beggs and Lane
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Mayro Building

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ORBISON, TELFORD B.—New Albany, Ind.
Bulleit and Orbison
Union National Bank Bldg.

ORR, ALEXANDER, JR.—New York 7, New York
Evans, Rees & Orr
220 Broadway

PATTERSON, J. B.—Fort Lauderdale, Florida
Patterson, O'Bryan and Cabot
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PETERSON, ABE R.—Chicago 3, Illinois
Eckert, Peterson and Leeming
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PICKETT, RUSSELL N.—Trenton, Mo.
Pickett & Pickett
Citizens State Bank Bldg.

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Mann, Mann, Walter & Powell
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Shaw, Muskat and Paulsen
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Flynn, Py and Kruse
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Dickie, Robinson & McCamey
2415 Grant Building

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Slabaugh, Guinther and Pflueger
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RODMAN, JOHN C.—Washington, North Carolina
Rodman and Rodman
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SPAULDING, BRUCE—Salem, Oregon
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SUTTON, JOHN F., JR.—San Angelo, Texas
Kerr, Gaynor and Sutton
First National Bank Building

TEALE, ALTON W.—Suffern, New York
Kennedy, Teale and Kennedy
31 Park Avenue

TILSON, ELBERT H.—Los Angeles 14, California
Crider, Runkle and Tilson
650 South Spring Street

TROWBRIDGE, FREDERICK N.—Green Bay, Wisconsin
Bie, Welsh, Trowbridge and Wilmer
509 Bellin Building

VAUGHAN, VANCE V.—Brentwood, Md.
3910 Rhode Island Ave.

VOGEL, PHILIP B.—Fargo, North Dakota
Wattam, Vogel, Vogel and Bright
20½ Broadway

WALTER, C. WALLACE—Springfield, Missouri
Mann, Mann, Walter & Powell
810 Landers Building

WHITE, J. OLIN—Nashville 3, Tenn.
Manier, Crouch, Manier & White
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ABERNATHY, GEORGE C.—Shawnee, Oklahoma
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ADAMS, HAROLD J.—Buffalo 2, N. Y.
Adams, Smith, Brown & Starrett
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ADAMS, H. W.—Beloit, Wis.
Adams & Adams
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ADAMS, ST. CLAIR, JR.—New Orleans 12, La.
Adams & Reese
1808 National Bank of Commerce Bldg.

AGAR, THOMAS J., K. C.—Toronto, Canada
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Bannister, Carpenter, Ahlers & Cooney
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AHLVIN, ROBERT E.—Kansas City 2, Mo.
Ahlvin & Nelson
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J. H. & A. L. Aiken
221 Gettle Building

AIKINS, G. H., K. C.—Winnipeg, Canada
Aikins, MacAulay, Thompson, Tritschler &
Hinch
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Somerset Building

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Woods, Aitken & Aitken
General Counsel, Woodmen Central Life Ins. Co.
Woodmen Accident Building

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227 St. Paul Street

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Kinsey and Allebaugh
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ALLEN, JAMES P., JR.—Boston 17, Mass.
Liberty Mutual Ins. Co.
175 Berkeley Street

ALLISON, JOHN M.—Tampa 1, Fla.
Macfarlane, Ferguson, Allison & Kelly
612 First National Bank Building

ALPETER, JAMES E.—Akron 8, Ohio
Walker, Alpeter, Reed & Diefenbach
1003 Second National Building

ALTICK, HUGH H.—Dayton 2, Ohio
Matthews & Altick
Gas & Electric Building
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Post Office Box 494

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First Citizens' Bank Building

ANDERSON, JAMES ALONZO—Shelby, Ohio
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1017 Rowan Building
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Anderson, Anderson & Walker
421-424 First National Bank Building

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515 Weber Building

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Hughes, Anderson & Davis
318 Telegram Building

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Steptoe & Johnson
608 Kanawha Valley Building

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Andrews & Weiss
811 Rentschler Building

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Metcalf, Apperson & Crump
1830 Exchange Building

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Armstrong & Gause
1107 Peoples' Bank Building

ARMSTRONG, WALTER P., JR.—Memphis 3, Tenn.
Armstrong, McCadden, Allen, Braden & Goodman
800 Commerce Title Building

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Fulbright, Crooker, Freeman & Bates
1206 Second National Bank Building

ARNOE, WALTER J.—McAlester, Okla.
Arnote, Arnote & Bratton
303 Arnote Building

ARRINGTON, W. RUSSELL—Chicago 3, Ill.
Arrington & Healy
135 South LaSalle Street

ARTH, CHARLES W.—Washington 5, D. C.
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Albee Building

ASKEW, ERLE B.—St. Petersburg 1, Fla.
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ATKINS, C. CLYDE—Miami 32, Fla.
Walton, Hubbard, Schroeder, Lantaff & Atkins
913 Alfred I. Du Pont Building

ATMORE, GEORGE W.—Duluth 2, Minnesota
Nye, Montague, Sullivan, Atmore & McMillan
1200 Alworth Building

B

BAIER, MILTON L.—Buffalo 5, N. Y.
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Baier & Chamberlain
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BAILEY, WILLIAM S.—Harrisburg, Pa.
Storey & Bailey
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The Lincoln National Life Ins. Co.

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Neely, Marshall & Greene
1040 Hurt Building

BAKER, G. CLAY—Topeka, Kan.
Baker & Doherty
501 Columbian Building

BAKER, HAROLD G.—E. St. Louis, Ill.
Baker, Lesemann, Kagy & Wagner
511-521 Murphy Building

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Steiner, Crum & Baker
First National Bank Building
Box 668

BALL, CHARLES A.—Montgomery 4, Ala.
Ball & Ball
First National Bank Building

BALL, FRED S., JR.—Montgomery 4, Ala.
Ball & Ball
719 First National Bank Building

BALL, JOSEPH A.—Long Beach 2, Cal.
Ball, Hunt & Hart
Suite 1220
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BAMBERGER, FREDERICK P.—Evansville 18, Ind.
Ortmeyer, Bamberger, Ortmeyer & Foreman
806 Hulman Building

BANGS, PHILIP R.—Grand Forks, N. D.
Bangs, Hamilton & Bangs
215½ S. Third Street

BANNISTER, L. WARD—Denver 2, Colo.
Bannister, Weller & Friedrich
801-807 Equitable Building

BARBER, A. L.—Little Rock, Ark.
Barber, Henry & Thurman
1408-12 Donaghey Building

BARFIELD, CHARLES V.—San Francisco 4, Cal.
111 Sutter Street

BARNARD, HERBERT E.—St. Louis 1, Mo.
Walther, Hecker, Walther & Barnard
1316 Mississippi Valley Trust Bldg.
506 Olive Street

BARNES, GEORGE Z.—Peoria 2, Ill.
Barnes, Anthony & Burhans
Alliance Life Insurance Co.
First National Bank Building

BARNES, J. MACK—Waycross, Ga.
Parker & Barnes
518-522 Bunn Building
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BARRETT, JOE C.—Jonesboro, Ark.
Barrett, Wheatley & Smith
Box 816

BARRY, EDWARD, JR.—Bloomington, Ill.
State Farm Mutual
Automobile Insurance Company
112 East Washington St.

BARRY, HAMLET J., JR.—Denver 2, Colorado
Manufacturers and Wholesalers Indemnity
Exchange
646 Gas & Electric Building

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520 M & T Building

BARTLETT, CLARENCE—Owensboro, Ky.
Woodward, Bartlett, Hobson & McCarroll
221½ St. Ann Street

BARTON, JOHN L.—Omaha 2, Neb.
Brown, Crossman, West, Barton & Quintan
1010 First National Bank Building

BARTON, ROBERT M.—St. Petersburg 5, Fla.
Barton & Salzman
305 Empire Building

BARWICK, M. COOK—Atlanta 3, Ga.
Gambrell, Harlan & Barwick
825 Citizens & Southern National Bank Bldg.

BASS, LESLIE—Knoxville, Tenn.
Burwell Building

BATEMAN, HAROLD A.—Dallas 1, Texas
Brundidge, Fountain, Elliott & Bateman
2003 Republic Bank Building

BAUDER, REGINALD L.—Los Angeles 13, Cal.
Bauder, Gilbert, Thompson, Kelly & Veatch
939 Rowan Building

BAYLOR, F. B.—Lincoln 8, Neb.
Baylor, Even & Baylor
1204 Sharp Building

BEACH, CHARLES GORDON—LeRoy, Ohio
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BEACH, JOSEPH B.—Stevens Point, Wis.
Hardware Mutual Casualty Company
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BEARD, LESLIE P.—New Orleans 12, La.
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BECK, N. L.—Chicago 4, Ill.
Continental Casualty Company
310 South Michigan Avenue

BEEBE, EUGENE H.—Honolulu, Hawaii
Smith, Wild, Beebe & Cades
Bishop Trust Building

BEECHWOOD, GEORGE EUGENE—Philadelphia 2, Pa.
Conlen, LaBrum & Beechwood
1507 Packard Building

BEERS, GLENN B.—Waterloo, Iowa
Reed & Beers
537 Black Building

BEGGS, E. DIXIE—Pensacola, Fla.
Yonge, Beggs & Lane
Blount Building

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1822-23 Ford Building

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70 Pine Street

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808 Security Building

BELL, CHARLES R.—Bowling Green, Ky.
Bell, Stagner & Orr
Davenport Building

BELL, J. HALLMAN—Cleveland, Tenn.
Corn and Bell
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BELL, MAJOR T.—Beaumont, Tex.
Orgain, Bell & Tucker
First Federal Savings Building

BELLEMERE, FRED—Kansas City, Mo.
Bellemere & Bellemere
Commerce Building

BELSAN, CHARLES—Shelby, Ohio
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BENSON, PALMER—St. Paul 2, Minn.
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BERMAN, JACOB H.—Portland 6, Me.
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BEST, R. E.—Greensburg, Pa.
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BETTS, FORREST ARTHUR—Los Angeles 13, Cal.
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Tucker & Bisselle
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Vandeveenter & Black
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Kentucky Home Life Building

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Bomberger, Morthland & Royce
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Smith, Boone & Rimel
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418 Commerce Exchange Building

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Zachman, Boxell, Bebour & Torbet
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BOYD, EMERSON—Indianapolis 4, Ind.
Slaymaker, Locke & Reynolds
750-760 Consolidated Building

BRADEN, EMMETT W.—Memphis 3, Tenn.
Armstrong, McCadden, Allen, Braden &
Goodman
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Dixon, DeJarnette & Bradford
908 First National Bank Building

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Bradford, Derber & Gabert
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BRANDON, J. CAMPBELL—Butler, Pa.
Brandon & Brandon
704 Butler Savings & Trust Building

BRANDON, W. D.—Butler, Pa.
Brandon & Brandon
704 Savings and Trust Building

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Braun, Johnson & Ryan
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Mutual Insurance Building
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Breese & Cornwell
First National Bank Building

BRENNER, HUGH L.—Minneapolis 2, Minn.
Brenner, Bouchard, Lycan & Schnell
1666 Northwestern Bank Building

BRETHORST, STEPHEN W.—Seattle 4, Wash.
Brethorst, Holman, Fowler & Dewar
17th Floor, Hoge Building

BREWER, EDWARD C.—Clarksdale, Miss.
Brewer & Brewer
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BREWSTER, GEORGE M.—Topeka, Kansas
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401 Columbian Building

BRONSON, E. D.—San Francisco 4, Cal.
Bronson, Bronson & McKinnon
Mills Tower, 220 Bush Street

BROOK, HERBERT C.—Chicago 3, Ill.
Lord, Bissell & Kadyk
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BROOKER, JAMES K.—Bay City, Mich.
Smith & Brooker
212-214 Phoenix Building

BROOKS, JOHN B.—Erie, Pa.
Brooks, Curtze & Silin
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BROOKS, L. W.—Baton Rouge 2, La.
Taylor, Porter, Brooks, Fuller & Phillips
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Brown & Dean
Suite 511 Biscayne Building

BROWN, CLYDE R.—Monroe, La.
Shotwell & Brown
712 Ouachita National Bank Building

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Cabaniss and Johnston
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Mendes & Mount
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and Madison, N. C.
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BROWN, MART—Oklahoma City 2, Okla.
Monnett, Hayes, Brown & Bullis
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BROWN, OSCAR J.—Syracuse 2, N. Y.
Brown, Mangin & O'Connor
1603-1604 State Tower Building

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Brown, Douglas & Brown
Tootle-Lacy Bank Building

BROWN, VOLNEY M.—El Paso, Texas
Kemp, Smith, Brown, Goggin & White
State National Bank Building
105 South Oregon Street

BROWN, WILLIAM RUSSELL—Houston 2, Texas
Baker, Botts, Andrews & Parish
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Brundidge, Fountain, Elliott & Bateman
2003 Republic Bank Building

BUCHANAN, G. CAMERON—Detroit 26, Mich.
Alexander, Cholette, Buchanan, Perkins &
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2217 National Bank Building

BUCHANAN, WILLIAM D.—Detroit 26, Mich.
Lacey, Scroggie, Lacey & Buchanan
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BUCK, HENRY W.—Kansas City 6, Mo.
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Buckingham, Doolittle & Burroughs
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Buist & Buist
30 Broad Street

BULLA, MERTON M.—Oklahoma City 2, Okla.
Bulla & Bynum
460 First National Building

BUMGARDNER, H. MYERS—Pueblo, Colo.
Burris, Bumgardner & Tanguary
303 Bon Durant Building

BUNGE, GEORGE C.—Chicago 3, Ill.
Vogel & Bunge
Suite 901, Borland Building
105 S. LaSalle Street

BUNGE, J. C.—LaCrosse, Wis.
Lees & Bunge
402 Batavian Bank Building

BUNTING, T. E.—Dothan, Ala.
Baker Building

BUNTING, WILEY E.—Battle Creek, Mich.
Wolverine Insurance Company
Wolverine Tower

BUNTING, CHARLES T.—Burlington, N. J.
River Road

BURINGTON, DON W.—Mason City, Iowa
Westfall, Laird and Burlington
First National Bank Bldg.

BURKE, GIBBONS—New Orleans 12, La.
Rosen, Kammer, Wolff, Hopkins & Burke
1801 Hibernia Bank Building

BURKE, LOUIS E.—Ann Arbor, Mich.
Burke, Burke & Smith
Ann Arbor Trust Building

BURKE, PATRICK F.—Philadelphia 1, Pa.
Vice-Pres. Indemnity Ins. Co. of North America
1600 Arch Street

BURNETT, C. A.—Pittsburg, Kansas
Keller, Burnett & Wilbert
National Bank Building

BURNS, EDWARD J., JR.—Utica 2, N. Y.
Kernan & Kernan
Devereux Block

BURNS, GEORGE—Rochester 4, N. Y.
Burns & Suter
502 Wilder Building

BURNS, LAWRENCE, JR.—Coshocton, Ohio
Pomerene & Burns
Coshocton National Bank Building

BURNS, ROBERT—Jackson 5, Miss.
Flowers, Brown & Burns
Capital National Bank Building
P. O. Box 330

BURNS, STANLEY M.—Dover, N. H.
Hughes & Burns
Strafford Bank Building
Box 366

BURRELL, DAVID M.—Freeport, Ill.
Burrell & Burrell
28½ West Main Street

BURRIS, WILLIAM T.—Pueblo, Colo.
Burris, Bumgardner & Tanguary
303 Bon Durant Building

BURT, RUSSELL J.—Canton 2, Ohio
Burt, Carson, Lynch & Vogelgesang
600 First National Bank Building

BUTLER, A. PRENTISS—New York 7, N. Y.
60 East 42nd Street

BUTLER, CHARLES P.—New York 8, N. Y.
Executive Vice-President, National Association
of Insurance Agents
80 Maiden Lane

BUTLER, JAMES A.—Cleveland 15, Ohio
Bulkeley, Butler & Rini
520 Bulkeley Building

BUTLER, JOHN F.—Oklahoma City 2, Okla.
Butler & Rinehart
2616 First National Building

BYNUM, FRED W., SR.—Rockingham, N. C.
Bynum & Bynum

C

CABANISS, JELKS H.—Birmingham 3, Ala.
General Counsel, Protective Life Ins. Co.
Cabaniss & Johnston
9th Floor, First National Building

CABLE, C. M.—Lima, Ohio
Cable & Cable
Cook Tower

CAIN, PINCKNEY L.—Columbia F, S. C.
Thomas, Cain & Nettles
1001-1006 Palmetto Building

CALDWELL, LESTER M.—San Francisco 20, Calif.
Asst. V.P., Fireman's Fund Ind. Co.
401 California Street

CAMERON, WILLIAM A.—Rice Lake, Wis.

CAMPBELL, HUGH B.—Charlotte 2, N. C.
Tillett & Campbell
607-13 Law Building

CAMPBELL, JOHN O.—Marion, Ind.
Campbell, Gemmill, Browne & Ewer
520-525 Glass Block

CAMPBELL, WILLIAM B.—Wilmington, N. C.
Poisson, Campbell & Marshall
Tidewater Building

CAMPBELL, WILLIAM T.—Philadelphia 7, Pa.
Swartz, Campbell & Henry
1724 Lincoln-Liberty Building

CANNON, EDWIN B.—Salt Lake City, Utah
Stewart, Cannon & Hanson
1218 Continental Bank Building

CANTEY, EMORY A.—Fort Worth 2, Texas
Cantey, Hanger, Johnson, Scarborough & Gooch
1500 Sinclair Building

CANTY, FRANK J.—New York 7, N. Y.
Associate Counsel, U. S. Casualty Company
60 John Street

CAREY, L. J.—Detroit 26, Mich.
Michigan Mutual Liability Co.
163 Madison Avenue

CAREY, ROBERT—Jersey City 6, N. J.
Carey, Pforr, Knoeppel & Ziff
921 Bergen Avenue

CARLISLE, ROBERT M.—Spartanburg, S. C.
Carlisle, Brown & Carlisle
Merchants & Farmers Bank Building

CARLSON, ALPHON N.—Brockton 7, Mass.
231 Main Street

CARRINGTON, EDWARD C.—Beaumont, Texas
1112 Goodhue Building

CARROLL, HAROLD J.—Minneapolis 2, Minn.
Carroll & Thorson
600 Minnesota Federal Building

CARROLL, WALTER R.—Camden 2, N. J.
Carroll, Taylor & Bischoff
S.W. Cor. 4th & Market Streets

CARSTARPHEN, HARRY—Hannibal, Mo.
Carstarphen & Harvey
203 Hannibal Trust Company Building

CARY, GEORGE H.—Detroit 26, Mich.
Cary & BeGole
1822-23 Ford Building

CATHCART, E. KEMP—Baltimore 3, Md.
Maryland Casualty Company
701 West 40th Street

CATINNA, WALTER L.—Hartford, Ky.
Woodward, Bartlett, Hobson & Catinna

CATLIN, FRANK D.—Los Angeles 13, Cal.
Catlin & Catlin
433 South Spring Street

CAVERLY, RAYMOND N.—New York 8, N. Y.
V.-Pres., Fidelity & Cas. Co. of New York
Caverly, Dimond, Barton & Dwyer
80 Maiden Lane

CECIL, LAMAR—Beaumont, Texas
Cecil, Keith & Mehaffy
Perlstein Building

CHALMERS, WILLIAM W.—Chicago 3, Ill.
Counsel, Zurich General Accident & Liability
Insurance Company
135 South LaSalle Street, Room 400

CHANAY, PAUL P.—Falls City, Nebraska
First National Bank Building

CHEEK, ALEX—Oklahoma City, Okla.
Cheek, Cheek & Cheek
707 Commerce Exchange Building

CHEEK, JAMES C.—Oklahoma City, Okla.
Cheek, Cheek & Cheek
707 Commerce Exchange Building

CHERRINGTON, HENRY W.—Gallipolis, Ohio
K. of P. Building

CHILCOTE, SANFORD MARSHALL—Pittsburgh 19, Pa.
Dickie, McCamey, Chilcote, Reif & Robinson
2415 Grant Building

CHOLETTE, PAUL E.—Grand Rapids 2, Mich.
Alexander, Cholette, Buchanan, Perkins &
Conklin
10th Floor, Peoples National Bank Building

CHRISTOVICH, ALVIN R.—New Orleans 12, La.
Christovich & Kearney
1915 American Bank Building

CLARK, HOWARD B.—Cincinnati 2, Ohio
Manufacturers & Merchants Indemnity Co.
35 East Seventh Street

CLARK, JAMES E.—Birmingham 3, Ala.
London & Yancey
10th Floor, Massey Building

CLARK, RAY W.—Muncie, Ind.
Warner, Clark & Warner
403 Western Reserve Building

CLARK, W. J.—Manitowoc, Wis.
Nash, Clark, Rankin & Nash
Manitowoc Savings Bank Building

CLARKE, RUSH C.—North Platte, Nebraska
Beatty, Clarke, Murphy & Morgan
Box 526, Beatty Building

CLAUSEN, DONALD N.—Chicago 3, Ill.
Clausen, Hirsh & Miller
135 S. LaSalle Street

CLAYTON, E. A.—Gainesville, Fla.
Clayton, Arnow & Duncan
Miller Building

CLENNON, EUGENE M.—Boston 9, Mass.
Massachusetts Bonding & Ins. Co.
Liability Claims Department
10 Post Office Square

CLIFFORD, CLARK M.—Washington, D. C.
Clifford & Miller
1523 L Street, Northwest

CLINE, EARL—Lincoln 8, Neb.
Cline, Williams & Wright
703 First National Bank Building

COBOURN, FRANK M.—Toledo 4, Ohio
Cobourn, Notnagel, Smith & Moran
707 Toledo Trust Building

COCHRAN, A. D.—Oklmulgee, Okla.
Cochran & Norman
McCulloch Building
Box 2207

CODY, WELBORN B.—Atlanta 3, Ga.
Smith, Kilpatrick, Cody, Rogers & McCatchey
1045 Hurt Building

COE, LAURENCE S.—Rice Lake, Wis.
Jacobson Block

COIT, DARWIN D.—Denver 2, Colo.
712-716 Majestic Building

COLE, CHARLES J.—Toledo 4, Ohio
Kirkbride, Cole, Frease & Mittendorf
Suite 987 Spitzer Building

COLE, MAURICE Y.—Atlantic City, N. J.
Cole & Cole
Guarantee Trust Building

COLE, ROBERT L., JR.—Houston 2, Texas
Cole, Patterson, Cole & McDaniel
Citizens State Bank Building

COLEMAN, FLETCHER B.—Bloomington, Ill.
State Farm Mutual Insurance Company
State Farm Mutual Building

COLFLESH, R. W.—Des Moines, Iowa
Parrish, Guthrie, Colflesh & O'Brien
900 Register and Tribune Building

COLMERY, HARRY W.—Topeka, Kansas
Gen. Counsel, Pioneer Natl. Life Ins. Co.
National Bank of Topeka Building

COMBS, HUGH D.—Baltimore 3, Md.
United States Fidelity & Guaranty Co.
Calvert & Redwood Streets

CONKLIN, CLARENCE R.—Chicago 3, Ill.
Heineke & Conklin
105 West Adams Street

CONLAN, FRANCIS W.—Providence 3, R. I.
Boss & Conlan
602 Turks Head Building

CONROY, FRANCIS P.—Jacksonville 1, Fla.
Marks, Gray, Yates & Conroy
1521 Graham Building
P. O. Box 447

CONWAY, JAMES D.—Hastings, Neb.
Blackledge, Conway & Irons
Tribune Building

CONWELL, JOSEPH S.—Philadelphia 10, Pa.
Pepper, Bodine, Stokes & Hamilton
2225-42 Land Title Building

COOK, JO D.—Seattle 1, Wash.
Assistant General Counsel
Northwestern Mutual Fire Association
Northwest Casualty Company
217 Pine Street

COOK, ROBERT A. B.—Boston 10, Mass.
Phipps, Durgin & Cook
30 Federal Street

COOLEY, ARTHUR E.—San Francisco 4, Cal.
Cooley, Crowley & Gaither
333 Montgomery Street

COONEY, JAMES EVANS—Des Moines 9, Iowa
Bannister, Carpenter, Ahlers & Cooney
1012 Bankers Trust Building

COOPER, GEORGE J.—Detroit 26, Mich.
Assistant General Counsel, Michigan
Mutual Liability Company
163 Madison Avenue

COOPER, HARRY P., JR.—Indianapolis 4, Ind.
Bredell & Cooper
1356-58 Consolidated Building
115 North Pennsylvania Street

COOPER, THOMAS D.—Burlington, N. C.
Cooper, Sanders & Holt
Security National Bank Building

COPE, KENNETH B.—Canton 2, Ohio
Day, Cope, Ketterer, Raley & Wright
1110 First National Bank Building

CORETTE, ROBERT D.—Butte, Mont.
Corette, Smith & Dean
422 Hennessy Building

COULT, JOSEPH—Newark 2, N. J.
Coul & Satz
744 Broad Street

COULTER, CLARK C.—Detroit 26, Mich.
Penobscot Building

COVINGTON, J. A., JR.—Meridian, Miss.
Snow & Covington
Threefoot Building
P. O. Box 786

COX, BERKELEY—Hartford 15, Conn.
Aetna Life Insurance Company
151 Farmington Avenue

COX, GORDON V.—Bismarck, N. D.
Cox, Cox & Pearce
Little Building, Lock Box 29

COX, L. C.—New York 5, N. Y.
Great American Indemnity Co.
1 Liberty Street, P. O. Box 155

COX, TAYLOR H.—Knoxville 02, Tenn.
Poore, Cox, Baker & McAuley
301 Fidelity—Bankers Trust Building
P. O. Box 1708

COX, WILLIAM H. D.—Newark 2, N. J.
Cox & Walburg
Raymond Commerce Building
11 Commerce Street

CRAIG, WILLARD L.—Minneapolis 1, Minn.
Claim Manager & Home Office Counsel
Underwriters at Lloyds of Minneapolis
1210 McKnight Building

CRANE, WILLIAM E.—Saginaw, Mich.
Crane, Crane & Kessell
308-9 Second National Bank Bldg.

CRAUGH, JOSEPH P.—Utica, N. Y.
First National Bank Building

CRAWFORD, MILO H.—Detroit 26, Mich.
Crawford, Sweeny & Dodd
Dime Building

CREEDE, FRANK J.—San Francisco 4, Calif.
Keith, Creede & Sedgwick
1217 Mills Tower
220 Bush Street

CRENSHAW, FILES—Montgomery 4, Ala.
First National Bank Building

CRENSHAW, JACK—Montgomery 4, Ala.
804 First National Bank Building

CRIDER, JOE, JR.—Los Angeles 14, Cal.
Crider, Runkle & Tilson
650 South Spring Street

CRITES, E. D.—Chadron, Neb.
E. D. & F. A. Crites
Lock Box 1276

CROSBY, CARLISLE C.—Oakland, Calif.
Hagar, Crosby, Crosby & Vendt
1421 Central Bank Building

CROSSMAN, RAYMOND M.—Omaha 2, Neb.
Brown, Crossman, West, Barton & Quinlan
1010 First National Bank Building

CROWE, V. P.—Oklahoma City 2, Okla.
Embry, Johnson, Crowe, Tolbert & Shelton
640 First National Bank Building

CROWLEY, S. A.—Fort Worth 2, Texas
Holloway, Crowley & Hudson
1108 Commercial Standard Building

CROWNOVER, ARTHUR, JR.—Nashville 3, Tenn.
Watkins, Moore & Crownover
Suite 725, Stahlman Building

CULL, FRANK X.—Cleveland 15, Ohio
Haukhurst, Inglis, Sharp & Cull
630 Bulkley Building

CUMMINS, RAY E.—St. Paul 1, Minn.
Cummins, Cummins & Hammond
330 Minnesota Building

CUNNINGHAM, FRED D.—Chicago 4, Ill.
Fireman's Fund Indemnity Company
A-735 Insurance Exchange Building
175 West Jackson Boulevard

CURL, JOSEPH R.—Wheeling, W. Va.
Erskine, Palmer & Curl
710 Riley Law Building

CURRAN, RAY W.—Kansas City 6, Mo.
Suite 218, Reliance Building
216 East 10th Street

CURRAN, ROBERT EMMETT—New York 4, N. Y.
50 Broadway

CURTIN, THOMAS P.—New York 38, New York
Attorney of Record and Counsel
Fireman's Fund Indemnity Company
116 John Street

CURTIS, CHARLES E.—Leroy, Ohio
General Counsel
Ohio Farmers Insurance Company

CURTIS, HENRY B.—New Orleans 12, La.
Curtis, Foster & Dillon
711 American Bank Building

CURTIS, L. R.—Louisville 2, Ky.
Curtis & Curtis
802 Marion E. Taylor Building

CURTNER, CLIFFORD R.—Dayton 2, Ohio
Suite 1012-1018 Third National Building

CUSHMAN, EDWARD H.—Philadelphia 9, Pa.
Fidelity Philadelphia Trust Building
123 South Broad Street

CUSICK, MARTIN E.—Sharon, Pa.
Wiesen, Cusick & Madden
107 East State Street

D

DAGGETT, C. E.—Marianna, Ark.
Daggett & Daggett
Daggett Building

DALM, JACOB A.—Kalamazoo 8, Mich.
Jackson, Fitzgerald, Dalm, Nims, Sage &
Wheeler
219 W. Lovell Street

DALTON, JOHN M.—Kennett, Mo.
Cotton Exchange Bank Bldg.

DALZELL, R. D.—Pittsburgh 19, Pa.
Dalzell, McFall, Pringle & Bredin
450 Fourth Avenue

DAMES, ROBERT D.—Medford, Oregon
5 Goldy Building

DAMMANN, J. FRANCIS—Chicago 3, Ill.
Wilson & McIlvaine
120 West Adams Street

DANA, PAUL C.—San Francisco 4, Cal.
Dana, Bledsoe & Smith
440 Montgomery Street

DANIEL, C. ERSKINE—Spartanburg, S. C.
Daniel & Russell
Cleveland Law Building

DANIEL, TODD—Philadelphia 32, Pa.
Daniel & Temin
Suite 1402-1420 Walnut Street

DANIEL, W. M., JR.—Clarksville, Tenn.
Daniel Building

DAVIDSON, CARL F.—Detroit 26, Mich.
Davidson & Kaess
2034 National Bank Building

DAVIDSON, WILLIAM C., K.C.—Toronto 2, Ont., Can.
1003 Lumsden Building

DAVIES, FRANK W.—Birmingham 3, Ala.
Davies & Williams
508-13 Watts Building

DAVIS, FRED L.—Parkersburg, W. Va.
Ambler, McCluer & Davis
P. O. Box 311, 306 Juliana Street

DAVIS, LINDSEY M.—Nashville 3, Tenn.
Hume, Howard, Davis & Boult
707 American Trust Building

DAVIS, PARKE—Tulsa, Okla.
Insurors Indemnity & Insurance Co.
Box 1769

DAVIS, RONALD L.—Monroe, La.
Theus, Grisham, Davis & Leigh
402 Bernhardt Building

DAWSON, CHARLES L.—Louisville 2, Ky.
Bullett, Dawson & Tarrant
Kentucky Home Life Building

DAY, ALBERT W.—Los Angeles 14, California
Secretary and Home Office Counsel
Founders' Fire and Marine Insurance Company
523 West Sixth Street

DEAN, GOBLE D.—Miami, Fla.
Brown & Dean
511 Biscayne Building

DEEGAN, JAMES F.—Hartford, Conn.
Home Office Counsel
National Fire Ins. Co. of Hartford
1000 Asylum Avenue

DEJARNETTE, H. REID—Miami 32, Fla.
Dixon, DeJarnette & Bradford
908 First National Bank Building

DELACY, G. L.—Omaha 2, Neb.
Kennedy, Holland, DeLacy & Svoboda
1502-12 City National Bank Building

DELANEY, WILLIAM F. JR.—New York 7, N. Y.
New York Reinsurance Manager for Fairfield
& Ellis
79 John Street

DEMSEY, JAMES—White Plains, N. Y.
Northcourt Building

DEMSEY, PETER E.—Columbus 15, Ohio
Knepper, White & Dempsey
22 West Gay Street

DEMSEY, RAY C.—Oshkosh, Wis.
Bouck, Hilton, Dempsey & Magnusen
First National Bank Building

DENMEAD, GARNER W.—Baltimore 3, Md.
Vice President and General Counsel
New Amsterdam Casualty Co.

DENNE, R. GREGORY—Hartford 15, Conn.
National Fire Group
1000 Asylum Avenue

DENNEY, W. RAYMOND—Nashville 3, Tenn.
Denney, Leftwich & Glasgow
415 Nashville Trust Building

DENSON, N. D.—Opelika, Ala.
Denson & Denson

DENT, ROBERT L.—Vicksburg, Miss.
Dent & Ward
411-414 Merchants National Bank Bldg.

DETWEILER, GEORGE H.—Philadelphia 2, Pa.
2518-27 Lewis Tower
15th & Locust Streets

DEUTSCH, FREDERICK M.—Norfolk, Neb.
0119 So. 4th Street
Macy Building

DEVINE, MAURICE F.—Manchester, N. H.
Devine & Millimet
70 Market Street

DEW, W. BRAXTON—Hartford, Conn.
Aetna Casualty & Surety Co.

DICKIE, J. ROY—Pittsburgh 19, Pa.
Dickie, McCamey, Chilcote, Reif & Robinson
2415 Grant Building

DIEHM, ELLIS RAYMOND—Cleveland 14, Ohio
Klein, Diehm & Farber
1156 Union Commerce Bldg.

DIMOND, HERBERT F.—New York 7, N. Y.
Supervising Atty., Fidelity & Cas. Co. of N. Y.
Caverly, Dimond, Barton & Dwyer
27 Cedar Street

DINKELSPIEL, MARTIN J.—San Francisco 4, Calif.
Dinkelspiel & Dinkelspiel
14th Floor, Pacific National Bank Bldg.
333 Montgomery Street

DIX, FLOYD E.—Terre Haute, Ind.
Dix, Dix & Patrick
402 Star Building

DIXON, JAMES A.—Miami 32, Fla.
Dixon, DeJarnette & Bradford
908 First National Bank Building

DOAR, W. T.—New Richmond, Wis.
Doar & Knowles
103 North Main Avenue

DOBBINS, R. F.—Champaign, Ill.
Dobbins, Dobbins & Fraker
504 First National Bank Building

DODD, LESTER P.—Detroit 26, Mich.
Crawford, Sweany & Dodd
Dime Building

DODSON, TORREY DEWITT—New York 10, N. Y.
Atty., Metropolitan Life Ins. Co.
1 Madison Avenue

DON CARLOS, HARLAN S.—Hartford 15, Conn.
Travelers Insurance Company
700 Main Street

DONOVAN, JAMES B.—New York 7, N. Y.
General Counsel
National Bureau of Casualty Underwriters
60 John Street

DORAN, M. EDWARD—South Bend 11, Ind.
Doran & Manion
403-409 St. Joseph Bank Building

DORTCH, WILLIAM B.—Gadsden, Ala.
Dortch, Allen & Meighan
112 Court Street

DOTEN, ROGER D.—Chicago 4, Ill.
Dent, Hampton & Doten
1111 The Rookery, 209 S. LaSalle St.

DOUCHER, THOMAS A.—Columbus 15, Ohio
Wiles & Doucher
Huntington National Bank Bldg.

DOUGHERTY, GLENN R.—Milwaukee 3, Wis.
Dougherty, Arnold & Waters
710 North Plankinton Avenue

DOUGHERTY, JOHN E.—York, Neb.
Kirkpatrick & Dougherty
First National Bank Building

DOUGLAS, RICHARD L.—St. Joseph 2, Mo.
Brown, Douglas & Brown
Tootle-Lacy Bank Building

DOWNS, WALTER W.—Hartford, Conn.
Hartford Accident & Indemnity Co.

DOYLE, LEWIS R.—Lincoln 8, Neb.
1505 Sharp Building

DREUX, WILLIAM B.—New Orleans 12, La.
Jones, Flander, Waechter & Walker
847 National Bank of Commerce Building

DRIEMEYER, HENRY—East St. Louis, Ill.
Pope & Driemeyer
First National Bank Building
327 Missouri Avenue

DRISCOLL, JOHN GERALD, JR.—San Diego 1, Cal.
Gray, Cary, Ames & Driscoll
Bank of America Building

DUDLEY, EATON J.—Terre Haute, Indiana
Gambill, Dudley and Cox
613 Merchants National Bank Building

DUDLEY, J. B.—Oklahoma City 2, Okla.
Dudley, Duvall & Dudley
Suite 1501, APCO Tower

DUGGAN, BEN O., JR.—Chattanooga, Tenn.
Kefauver, Duggan & Miller
316 Chattanooga Bank Building

DUKE, W. E.—Charlottesville, Va.
Duke & Duke
One Court Square Building

DULLY, FRANK E.—Hartford 15, Conn.
Travelers Insurance Company
700 Main Street

DUMOULIN, L. SR. M.—Vancouver, B. C., Canada
Russell & DuMoulin
10th Floor Credit Foncier Building
850 West Hastings Street

DUNN, EVANS—Birmingham 3, Ala.
Bowers, Dixon & Dunn
811 Comer Building

DUNN, GEROLD C.—Los Angeles 14, Calif.
Moss, Lyon & Dunn
210 W. 7th Street

DUNN, VARDAMAN S.—Jackson 105, Miss.
Lotterhos & Dunn
Standard Life Building

DUPREE, FRANKLIN T., JR.—Raleigh, N. C.
607 Odd Fellows Building

DUQUE, HENRY—Los Angeles 14, Cal.
Adams, Duque, Davis & Hazeltine
523 West 6th—Room 1479

DURHAM, F. H.—Minneapolis 2, Minn.
Durham & Swanson
1440 Northwestern Bank Building

DUTTON, W. L.—Cedar Rapids, Iowa
Iowa Mutual Liability Ins. Co.
512 Second Avenue, East

DUVALL, DUKE—Oklahoma City 2, Okla.
Dudley, Duvall & Dudley
1501 APCO Tower

DYER, DAVID W.—Miami 32, Fla.
Smathers, Thompson, Maxwell & Dyer
1301 Du Pont Building

DYKES, J. RALPH—New York 7, New York
Claims Counsel
United States Casualty Company
60 John Street

DYSARD, W. H.—Ashland, Ky.
Dysard & Dysard
Second National Bank Building
P. O. Box 551

E

EAGER, HENRY I.—Kansas City 6, Mo.
Blackmar, Newkirk, Eager, Swanson & Midgley
906 Commerce Building

EAGER, PAT H., JR.—Jackson 105, Miss.
Watkins & Eager
1001 Standard Life Building

EARLY, ROBERT E.—Los Angeles 5, Calif.
Asst. General Counsel
Farmers Insurance Group
4680 Wilshire Boulevard

EARNEST, ROBERT L.—West Palm Beach, Fla.
Earnest, Lewis, Smith & Jones
Guaranty Building, Box 1111

EBELING, PHILIP C.—Dayton 2, Ohio
Pickrel, Shaeffer & Ebeling
608-625 Gas & Electric Building

EBERLE, J. LOUIS—Boise, Idaho
Richards & Haga
Idaho Building

EDWARDS, FRANK B.—Mexico, Missouri
Fry, Edwards & Wright
123 East Jackson Street

EGGENBERGER, WILLIAM J.—Detroit 26, Mich.
1615 Dime Building

EIDMAN, KRAFT W.—Houston 2, Texas
Fulbright, Crooker, Freeman & Bates
1201 Second National Bank Bldg.

ELLIOTT, ROBERT RAYMOND—Boston 10, Mass.
60 Batterymarch Street

ELY, WALTER—Los Angeles 13, Calif.
Betts, Ely & Loomis
708 Security Building
510 South Spring Street

ELY, WAYNE—St. Louis 2, Mo.
Ely & Ely
10th Floor, Commerce Building

EMERY, NORMAN A.—Youngstown 3, Ohio
Harrington, Huxley & Smith
1200 Mahoning Bank Building

EMISON, EWING—Vincennes, Ind.
Emison & Emison
Citizens Trust Building

EMMERT, DUDLEY O'NEAL—Manitowoc, Wis.
Manitowoc Savings Bank Building

ENGELHARD, L. M.—LaCrosse, Wis.
Lees & Bunge
402 Batavian Bank Building

EPPS, A. C.—Richmond 19, Va.
Christian, Barton, Parker & Boyd
506 Mutual Building

EPTON, HICKS—Wewoka, Okla.
Horsley, Epton & Culp
Cutlip Building

EVANS, WALTER G.—New York 7, N. Y.
Evans, Rees & Orr
220 Broadway

EVANS, WILLIAM W.—Paterson 1, N. J.
Evans, Hand & Evans
129 Market Street

EVERSON, E. L.—Green Bay, Wis.
Everson, Ryan, Whitney & O'Melia
101 Columbus Building

EWING, BOYD—Nevada, Mo.
Ewing, Ewing & Ewing
Farm & Home Building
223½ West Cherry Street

EWING, LYNN M.—Nevada, Mo.
Ewing, Ewing & Ewing
Farm & Home Building
223½ West Cherry Street

F

FAIS, GERVAIS W.—Columbus 15, Ohio
Benoy & Sebastian
50 West Broad Street

FARABAUGH, GALLITZEN A.—South Bend 11, Ind.
Farabaugh, Pettengill, Chapleau & Roper
301-309 St. Joseph Bank Building

FARBER, JOHN A.—Omaha, Neb.
President & General Counsel
Service Life Insurance Company
Corner Farnam & 19th Streets

FARNHAM, JOHN H.—Syracuse, N. Y.
Farnham, Gorman & Cerio
517 City Bank Building

FAUDE, JOHN P.—Hartford 15, Conn.
Aetna Life Affiliated Companies
151 Farmington Avenue

FEINOUR, JOHN G.—Harrisburg, Pa.
Pennsylvania Threshermen & Farmers' Mutual
Casualty Insurance Company
1900 Derry Street

FELLERS, JAMES D.—Oklahoma City 2, Okla.
Mosteller, McElroy & Fellers
2712 First National Building

FENERTY, ROBERT LLOYD DOULL—Calgary, Alberta,
Canada
Fenerty, Fenerty, McGillivray & Robertson
203 Insurance Exchange Building

FERGUSON, CHESTER H.—Tampa 1, Fla.
Macfarlane, Ferguson, Allison & Kelly
P. O. Box 1531
First National Bank Building

FERGUSON, D. NEIL—Ocala, Fla.
Professional Building

FIEDLER, GEORGE—Chicago 3, Ill.
Fiedler & Amberg
135 South LaSalle Street

FIELD, LYMAN—Kansas City, Mo.
Rogers, Field & Gentry
904 Bryant Building

FIELDS, ERNEST W.—New York 38, N. Y.
Vice-President and General Counsel
U. S. Guarantee Company
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FILIAUTRAULT, V. W.—Ravenna, Ohio
Filiatralt & Kane
105½ East Main Street
Lock Box 81

FILLMORE, F. S.—Des Moines 9, Iowa
Whitfield, Musgrave, Selvy, Fillmore & Kelly
616 Insurance Exchange Building

FINN, WILLIAM A.—Toledo 4, Ohio
929-934 Edison Building

FINNEGAN, THOMAS J.—New York 38, N. Y.
90 John Street

FINNEY, J. A.—Xenia, Ohio
Miller & Finney
Allen Building

FISHER, CLETUS A.—New Philadelphia, Ohio
Fisher, Smith & Renner
The Ohio Savings & Trust Building

FISHER, WILLIAM—Pensacola, Fla.
Fisher & Hepner
Florida National Bank Building

FISHER, WILLIAM, JR.—Pensacola, Fla.
Fisher & Hepner
Florida National Bank Building

FITCH, CHESTER P.—Portsmouth, Ohio
Miller, Searl & Fitch
402 Masonic Temple

FITZHUGH, MILLSAPS—Memphis, Tenn.
Fitzhugh and Clay
21st Floor, Sterick Building

FITZ PATRICK, WILLIAM F.—Syracuse, N. Y.
Bond, Schoeneck & King
1400 State Tower Building

FIX, MEYER—Rochester 14, New York
John Van Voorhis' Sons
500 Powers Building

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Murrell, Fleming & Flowers
1218 DuPont Building

FLETCHER, A. J.—Raleigh, N. C.
Odd Fellows Building
Post Office Box 1406

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315 North Main Street

FLUTY, HOLLY W.—New York 38, N. Y.
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FLYNN, FRED T.—New York 7, N. Y.
Seaboard Surety Co.
75 Maiden Lane

FLYNN, JAMES F.—Sandusky, Ohio
Flynn, Py & Kruse
Washington Building, Box 900

FOLEY, FRANK D.—Columbus, Ga.
Foley & Chappell
Columbus Bank & Trust Co. Bldg.

FOLEY, GERALD T.—Newark 2, N. J.
Foley & Francis
Raymond Commerce Building

FOLEY, MICHAEL A.—Philadelphia 7, Pa.
721-35 Western Savings Fund Building
S. E. Corner Broad and Chestnut Sts.

FOLTS, AUBREY F.—Chattanooga 2, Tenn.
Folts, Brammer, Bishop & Thomas
Suite 610 James Building

FORD, BYRON EDWARD—Columbus 15, Ohio
Vorys, Sater, Seymour & Pease
52 East Gay Street

FORD, LOGAN—Dallas 1, Texas
Burford, Ryburn, Hincks & Ford
711 Interurban Building

FOSTER, JOHN C.—New Orleans 12, La.
Curtis, Foster & Dillon
711 American Bank Building

FOSTER, JOHN E.—Columbus 16, Ohio
Farm Bureau Mutual Auto Ins. Co.
246 N. High Street

FOWLER, CODY—Tampa 2, Fla.
Fowler, White, Gillen, Yancey & Humkey
Citizens Building

FOWLER, REX H.—Des Moines 9, Iowa
Bradshaw, Fowler, Proctor & Fairgrave
Suite 510, Central National Building

FOX, EDWARD J., JR.—Easton, Pa.
Fox & Oldt
308-311 Easton Trust Building

FOYNES, THOMAS N.—Lynn, Mass.
Electric Mutual Liability Insurance Co.
7 Willow Street

FRAZIER, C. C.—Lincoln, Neb.
Fraizer & Fraizer
425 Lincoln Liberty Life Building

FRANCIS, MARSHALL H.—Steubenville, Ohio
Francis, Irvine, Hayes & Cooper
Sinclair Building

FRANKLIN, J. A.—Fort Myers, Fla.
Henderson, Franklin, Starnes & Holt
Collier Building

FRASER, ROBERT G.—Omaha 2, Neb.
Fraser, Connolly, Crofoot and Wenstrand
637 Omaha National Bank Bldg.

FRASER, WILLIAM C.—Omaha 2, Neb.
Fraser, Connolly, Crofoot & Wenstrand
637 Omaha National Bank Building

FRATER, GEORGE E.—Columbus 15, Ohio
Vorys, Sater, Seymour & Pease
52 E. Gay Street

FRAZER, JAMES N.—Atlanta 3, Ga.
Powell, Goldstein, Frazer & Murphy
Citizens & Southern National Bank Bldg.

FRAZIER, LAKE JENKINS—Roswell, N. Mex.
Frazier, Quantius & Cusack
123 W. Fourth Street
Post Office Box 942

FREDERICKS, ALANSON ROSWELL—New York 5, N. Y.
American Surety Company
100 Broadway

FREEMAN, FLAVIUS B.—Springfield, Mo.
Neale, Newman, Neale, Freeman & Wample
Box 1603, Southside Station

FREEMAN, JOHN H.—Houston 2, Texas
Fulbright, Crooker, Freeman & Bates
1206 Second National Bank Building

FREEMAN, MAHLON A.—New York 5, N. Y.
Hamilton & Freeman
100 Broadway

FREEMAN, WILLIAM H.—Minneapolis 2, Minn.
Freeman, King, Larson & Peterson
1167 Northwestern Bank Building

FRENCH, GLENDON E.—Chicago, Ill.
Liberty Mutual Insurance Company
337 W. Madison Street

FROST, NORMAN B.—Washington 5, D. C.
Frost & Towers
605 Southern Building

FRY, W. WALLACE—Mexico, Mo.
Fry, Edwards & Wright
123 East Jackson Street

FULCHER, EDWIN DENT—Augusta, Ga.
Fulcher & Fulcher
402-4 Marion Building

FULLER, FRED E.—Toledo 4, Ohio
Welles, Kelsey, Fuller, Harrington & Seney
8th Floor, Ohio Building

G

GALIHER, RICHARD W.—Washington, D. C.
637 Woodward Building

GALLAGHER, BERNARD J.—Washington 5, D. C.
Hendry, Gallagher & Thompson
525 Union Trust Building

GALLAGHER, DONALD—Albany 7, N. Y.
Brown & Gallagher
901 Home Savings Bank Building
11 North Pearl Street

GALLAGHER, LASHER BARRINGTON—Los Angeles 13,
Calif.
458 South Spring Street

GALLOWAY, J. STUART—Baltimore 3, Maryland
Vice-President and General Counsel
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611 Fidelity Building

GALLUP, WILLIAM D.—Bradford, Pennsylvania
Gallup, Potter and Gallup
500 Hooker Fulton Building

GAMBRELL, E. SMYTHE—Atlanta 3, Ga.
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GAMMAGE, EARL W.—Houston 6, Texas
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4th Floor, Pierce Building

GARDERE, GEORGE P.—Dallas 1, Texas
Leachman, Matthews & Gardere
509 Republic Bank Building

GARFIELD, FREDERICK M.—New York 7, New York
123 William Street

GARRETT, JAMES W.—Montgomery 1, Ala.
Rushton, Stakely & Johnston
1201 Bell Building
Box 270

GARRITY, STANLEY—Kansas City 6, Mo.
Caldwell, Downing, Noble & Garrity
1000 Federal Reserve Bank Building

GARVEY, JOSEPH M.—St. Joseph 2, Mo.
5th and Francis Streets

GATES, BENTON EARL—Columbia City, Ind.
Gates & Gates
Farmers Loan & Trust Company Building

GATES, CASSIUS E.—Seattle 4, Wash.
Bogle, Bogle & Gates
603 Central Building

GATES, LOUIS R.—Kansas City 12, Kansas
406-410 Commerce National Bank Building

GAY, COLEMAN—Austin 16, Texas
1208 Capital National Bank Building

GAY, RUSSELL C.—New York 5, New York
Gay & Behrens
70 Pine Street

GAY, THOMAS BENJAMIN—Richmond 12, Va.
Hunton, Williams, Anderson, Gay & Moore
Electric Building

GEER, ARTHUR B.—Minneapolis 2, Minn.
Meagher, Geer & Markham
1006 First National-Soo Line Bldg.

GENRICH, FRED W., JR.—Wausau, Wis.
Genrich & Terwilliger
Security Building
403 Fourth Street

GEORGE, HERMON N.—Youngstown 3, Ohio
714 Mahoning Bank Building

GILBERT, CARL H.—Sante Fe, N. M.
Gilbert & Gilbert
Bishop Building

GILLEN, WILLIAM A.—Tampa 2, Fla.
Fowler, White, Gillen, Yancey & Humkey
1002 Citizens Building

GILLESPIE, LOUIS F.—Springfield, Ill.
Gillespie, Burke & Gillespie
504 Reisch Building

GILLESPIE, ROBERT G.—Meridian, Miss.
Gillespie & Minniece
217 Rosenbaum Bldg.

GINSBERG, GEORGE J.—Alexandria, La.
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Shewmake, Gary, Goddin & Blackwell
1203 State Planters Bank Building

GOLDSMITH, KARL—Pierre, S. D.
Marteins, Goldsmith & May
Pierre National Bank Building

GONGWER, G. P.—Ashland, Ohio
First National Bank Building

GONGWER, J. H.—Mansfield, Ohio
407 Farmers Bank Building

GOOCH, J. A.—Fort Worth 2, Texas
Cantey, Hanger, Johnston, Scarborough &
Gooch
1500 Sinclair Building

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Wheeler, Brewster, Hunt & Goodell
401 Columbian Building

GOODWIN, RUSSELL B.—Wheeling, W. Va.
Goodwin, Nesbitt, Spillers & Mead
800 Riley Law Building

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Kem, Gordon & Gilmore
1608 Federal Reserve Bank Building

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Spray, Gould & Bowers
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Roosevelt Building

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GOWAN, W. C.—Dallas 1, Texas
Carrington, Gowan, Johnson & Walker
1900 Mercantile Bank Building

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INSURANCE COUNSEL JOURNAL

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151 Farmington Avenue

GRANT, CHARLES H., K.C.—Edmonton, Alberta, Can.
Grant & Stewart
513 McLeod Building

GRAVES, R. B.—Wisconsin Rapids, Wis.
Graves, Casey & Potter
Mead-Witter Building, Box 67

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Marks, Gray, Yates & Conroy
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GREEN, CHARLES W.—Rochester 4, N. Y.
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800 Powers Building

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Hurt Building

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mons
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911 Frost National Bank Building

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Spain, Gillon, Grooms & Young
408 First National Building

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Farm Credit Building

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Quarles, Spence & Quarles
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Locke, Guild, Lane, Sheppard & Yule
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Sholars & Gunby
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Parrish, Guthrie, Colflesh & O'Brien
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Durett & Hardin
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Davis, Vickers & Hargrave
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521-529 Robinson Building

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612-620 Trimble Building

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The Equitable Building

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Scranton Electric Building

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Warner & Hart
526 Mutual Building

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New Amsterdam Casualty Company
227 St. Paul Street

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706 Public Service Building

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Brown, Kelly, Turner and Symons
440 M. & T. Building

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Wright Building

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HEALEY, GEORGE—Lincoln 8, Neb.
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506 Olive Street

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Heft, Burgess & Brown
201 Sixth Street

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5th Floor, Citizens Bank Building

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Heilman & Purcell
Bearinger Building

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Heineke & Conklin
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208 Bank of America Building

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Rawle & Henderson
1910 Packard Building

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Standard Life Building
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6 West Diamond St.

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Barber, Henry & Thurman
1408-12 Donaghey Building

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Rambach Building

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809 Central National Bank Building

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723 Munsey Building

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Hiteshew, Adams & Cather
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First National Bank Building

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1805-26 Kentucky Home Life Building

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407 North 8th Street

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2602-4 Leland Office Building

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Hoffman & Cure
501-503 First National Bank Building

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Breeden & Hoffman
1107-13 National Bank of Commerce Bldg.

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Morrison, Hecker, Buck, Cozad & Rogers
1701 Bryant Building

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McFarland & Holmes
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HOWELL, CHARLES COOK, JR.—Jacksonville 2, Fla.
Howell & Howell
601 Atlantic National Bank Building

HOWELL, EDWARD—Oklahoma City 2, Okla.
Howell & Smith
2420 First National Building

HUBBARD, MOSES G., JR.—Utica, N. Y.
Fuller, Brown, Hubbard & Felt
1119-26 First National Bank Building

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Hudson & Hudson
Suite 5, Marble Building

HUDSON, R. D.—Tulsa, Okla.
Hudson, Hudson & Wheaton
707 Ritz Building

HUGGARD, RICHARD—Columbus 15, Ohio
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Onondaga County Savings Bank Bldg.

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Schmidt, Hugus & Laas
Central Union Trust Building

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Hull, Willingham, Towill & Norman
1015-1021 Southern Finance Building

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Fowler, White, Gillen, Yancey & Humkey
620 Seybold Building

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Hunt & Baldwin
202½ West Sixth Street

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Hunter, Kavanaugh, McLaughlin & Bond
718 Commercial National Bank Building

HUNTER, RICHARD N.—Waukesha, Wis.
Lowry, Hunter & Frame
252 South Street

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Deal & Hutchins
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State Bank Building

HYMAN, WILLIAM A.—New York 7, N. Y.
111 Fulton Street

HYNES, JOHN F.—Des Moines 7, Iowa
Employers Mutual Casualty Company
210 7th Street

I

INGALLS, GEORGE L.—Binghamton, N. Y.
Harrison, Coughlin, Dermody & Ingalls
Marine Midland Building

INGLE, JOHN J.—Winston-Salem 3, N. C.
Ingle, Rucker & Ingle
Wachovia Bank Building

IRVINE, JOHN E.—Steubenville, Ohio
Francis, Irvine, Hayes & Cooper
Sinclair Building

J

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Toebaas, Hart, Kraege & Jackman
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Jackson, Rives & Pettus
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Hartford Acc. & Ind. Co.
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Brown & James
303 Thayer Building

JAMES, J. B.—Greenville, N. C.
James & Speight
Hassell-James Bldg.

JAMES, MURRAY G.—Wilmington, N. C.
James & James
609 Murchison Building

JAMESON, W. J.—Billings, Mont.
Coleman, Jameson & Lamey
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Garfield, Baldwin, Jamison, Hope & Ulrich
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JANUARY, SAMUEL M.—Denver 2, Colo.
January & Yegge
604 Equitable Building

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Hon & Jarrett
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JENNINGS, CLAYTON F.—Lansing 8, Mich.
Ballard, Jennings, Bishop & Ellsworth
1400 Olds Tower Building

JENNINGS, DALE C.—Pittsburgh 19, Pa.
1106-10 Berger Building

JOHNSON, E. M.—Lumberton, N. C.
Johnson & Johnson
Johnson Building, Box 1097

JOHNSON, F. CARTER, JR.—New Orleans 12, La.
Porteous & Johnson
2011 American Bank Building

JOHNSON, HAROLD A.—Detroit 26, Mich.
Bodman, Longley, Bogle, Armstrong & Dahling
1400 Buhl Bldg.

JOHNSON, RUSSELL V.—Oklahoma City 2, Okla.
France, Johnson, Gordon & Cook
1706 First National Building

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Jones, Jones & Sparks
1007-1020 Persons Building

JONES, DEVANE KING—Tuscaloosa, Ala.
Jones, Dominick & McEachin
Alston Building

JONES, EDMUND L.—Washington 5, D. C.
Hogan & Hartson
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JONES, HAROLD—Wichita Falls, Texas
Jones, Parish & Fillmore
430 Nacol Building

JONES, JOSEPH MERRICK—New Orleans 12, La.
Jones, Flanders, Waechter & Walker
847 National Bank of Commerce Building

JONES, L. BARRETT—Jackson 113, Miss.
Jones & Ray
614 Lamar Building

JONES, THOMAS LEWIS—Pittsburgh 19, Pa.
1204 Grant Building

JONES, WILLIAM J.—Detroit 26, Michigan
Lacey, Scroggie, Lacey & Buchanan
1204 Dime Building

JORDAN, JOHN Y., JR.—Asheville, N. C.
Jordan & Horner
Jackson Building

JORDAN, WELCH—Greensboro, N. C.
816 Jefferson Standard Building
P. O. Box 2213

JULIAN, LEO S.—Miami 32, Fla.
Shutts, Bowen, Simmons, Prevatt & Julian
800 First National Bank Building

K

KADYK, DAVID J.—Chicago 3, Ill.
Lord, Bissell & Kadyk
135 South LaSalle Street

KAESS, FREDERICK W.—Detroit 26, Mich.
Davidson & Kaess
2034 National Bank Building

KAHN, GEORGE—Seattle 4, Wash.
Kahn, Carmody & Horswill
Central Building

KAHRS, WILLIAM A.—Wichita 2, Kansas
Kahrs & Nelson
624 Fourth National Bank Building

KAMMER, ALFRED CHARLES—New Orleans 12, La.
Rosen, Kammer, Wolff, Hopkins & Burke
1801 Hibernia Bank Building

KARR, PAYNE—Seattle 1, Wash.
Karr, Tuttle & Campbell
Room 1210, 1411 4th Avenue Building

KASDORF, CLIFFORD C.—Milwaukee 3, Wis.
Kivett & Kasdorf
Plankinton Building, Suite 7164

KEARNEY, J. L.—Los Angeles 15, Calif.
Kearney, McCartney, Scott & Clopton
958 South Flower Street

KEARNEY, WILLIAM JAMES, JR.—New Orleans 12, La.
Christovich & Kearney
American Bank Building

KEARSLEY, HERBERT J.—Boston 9, Mass.
Manager, New England Claim Dept., London
Guarantee & Acc. Co. & Phoenix Ind. Co.
141 Milk Street

KEENAN, THOMAS W.—Shenandoah, Iowa
Keenan & Clovis
Box 3

KEITH, QUENTIN—Beaumont, Texas
Cecil, Keith & Mehaffy
Perlstein Building

KELLER, A. BRUCE—Pittsburg, Kan.
Keller, Burnet & Wilbert
204 National Bank Building

KELLER, PAUL E.—Chicago 90, Ill.
Benefit Association of Railway Employees
901 Montrose Avenue, P. O. Box 790

KELLEY, JAMES E.—St. Paul 2, Minn.
Bundlie, Kelley, Finley & Maun
425 Hamm Building

KELLEY, THOMAS D.—Kansas City 6, Mo.
222 Board of Trade Building

KELLY, AMBROSE B.—Providence 3, R. I.
Associate General Counsel
Associated Factory Mutual Fire Ins. Companies
Turks Head Building

KELLY, FRED H.—Mattoon, Ill.
Craig & Craig
1803 Broadway

KELLY, T. PAYNE, JR.—Tampa 1, Fla.
Macfarlane, Ferguson, Allison & Kelly
First National Bank Building

KELLY, WILLIAM A.—Akron 8, Ohio
Wise, Roetzel, Maxon, Kelly & Andress
1110 First National Tower

KEMPER, ALBERT S., JR.—Bluefield, W. Va.
Richardson & Kemper
602 Law and Commerce Building

KEMPER, W. L.—Houston 2, Texas
Kemper, Wilson & Schmidt
317 Shell Building

KENLINE, H. C.—Dubuque, Iowa
Kenline, Roedell, Hoffman & Reynolds
418 Bank & Insurance Building

KENNEY, FRANCIS L., JR.—St. Louis, Mo.
Supervisor, Bonding Claims
American Automobile Insurance Company
1715 Pierce Building

KENNEDY, FRANK H.—Charlotte 2, N. C.
706-10 Law Building

KENNEDY, HAYES—Chicago 4, Ill.
General Claims Attorney
The Greyhound Corporation
2737 Board of Trade Building

KERNAN, WARNICK J.—Utica 2, N. Y.
Kernan & Kernan
Devereaux Block

KERR, NELSON R.—Baltimore 3, Md.
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KERR, WILLIAM L.—Midland, Texas
Whitaker, Turpin, Kerr, Smith & Brooks
Box 913, First National Bank Building

KERRIGAN, R. EMMETT—New Orleans 12, La.
Deutsch, Kerrigan & Stiles
1700 Hibernia Bank Bldg.

KETTERER, JOHN G.—Canton 2, Ohio
Day, Cope, Ketterer, Raley & Wright
1110 First National Bank Building

KIGHTLINGER, PAUL E.—Warren, Ohio
301-2 Union Savings & Trust Building

KILEY, WILLIAM D.—Oneida, N. Y.
180 Main Street
Oneida Savings Bank Building

KING, ALVIN O.—Lake Charles, La.
King, Anderson & Swift
515 Weber Building

KING, OLIVER K.—White Plains, N. Y.
Clark, Gagliardi & King
Northcourt Building
175 Main Street

KING, WILLIAM E.—St. Paul 2, Minnesota
St. Paul-Mercury Indemnity Company
111 West Fifth Street

KIPLINGER, JOHN H.—Rushville, Ind.
Kiplinger & Kiplinger
American National Bank Building

KIRTLAND, RICHARD L.—Los Angeles 14, Calif.
Reed & Kirtland
639 South Spring Street

KISSAM, LEO T.—New York 5, N. Y.
20 Pine Street

KISTNER, JOHN R.—Cleveland 14, Ohio
1128 Leader Building

KITCH, JOHN R.—Chicago 6, Ill.
President, Security Mutual Cas. Co.
309 West Jackson Boulevard

KITTRELL, R. G.—Henderson, N. C.
Perry & Kittrell
Law Building

KIVETT, AUSTIN W.—Milwaukee 3, Wis.
Kivett & Kasdorf
Suite 7164
Plankinton Building

KLAW, ABEL—Wilmington 98, Del.
7058 DuPont Building

KLEIN, GERALD B.—Tulsa 3, Okla.
Disney, Houston, Klein & Melone
209 Drew Building

KLEIN, RICHARD HENRY—Sunbury, Pa.
230 Market Street

KLINE, ARTHUR—Cheyenne, Wyoming
Kline and Kline
410 Majestic Building

KLOHR, PHILIP C.—Chicago 3, Ill.
Klohr & Merrick
105 South LaSalle Street

KLOSTERMEYER, HOWARD R.—Charleston 21, W. Va.
Spilman, Thomas & Battle
Kanawha Banking & Trust Bldg.

KLUWIN, JOHN A.—Milwaukee 2, Wis.
Bendinger, Hayes & Kluwin
735 North Water Street

KNAPP, FRANK J.—Houston 2, Texas
Butler, Binion, Rice & Cook
30th Floor, Gulf Building

KNEPPER, WILLIAM E.—Columbus 15, Ohio
Knepper, White & Dempsey
22 West Gay St.

KNIGHT, DEWEY—Miami 32, Fla.
Knight, Smith & Underwood
1117 Ingraham Building

KNIGHT, HARRY S.—Sunbury, Pa.
Bittner Trust Building

KNIGHT, WILLIAM D.—Rockford, Ill.
Central National Bank Building

KNIPMEYER, LOWELL L.—Kansas City 6, Missouri
Parker and Knipmeyer
900 Waltower Building

KNOWLES, WILLIAM F.—Kansas City 6, Mo.
Sprinkle, Knowles & Carter
Suite 515, Lathrop Building

KNUDSON, BENNETT O.—Albert Lea, Minn.
Meighen, Knudson, Sturtz & Peterson
First National Bank Building

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General Reinsurance Corporation
90 John Street

KRAMER, DONALD W.—Binghamton, N. Y.
Kramer, Night & Wales
46-48 Hawley Street

KRISTELLER, LIONEL P.—Newark 2, N. J.
Kristeller & Zucker
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KUHN, EDWARD W.—Memphis 3, Tenn.
McDonald, McDonald & Kuhn
1118 Commerce Title Building
P. O. Box 123

KUHNS, BARTON H.—Omaha 2, Neb.
Finlayson, McKie & Kuhns
800-807 First National Bank Building

L

LABRUM, J. HARRY—Philadelphia 2, Pa.
Conlen, LaBrum & Beechwood
1507 Packard Building

LACEY, RALPH B.—Detroit 26, Mich.
Lacey, Scroggie, Lacey & Buchanan
1204 Dime Building

LACEY, ROBERT B.—Detroit 26, Mich.
Lacey, Scroggie, Lacey & Buchanan
1204 Dime Building

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North British & Mercantile House
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LAMFROM, LEON B.—Milwaukee 2, Wis.
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LAMKIN, E. T.—Monroe, La.
McHenry, Lamkin & Snellings
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Yonge, Beggs and Lane
Blount Building

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LANG, SYLVAN—San Antonio 5, Texas
Lang, Byrd, Cross & Ladon
1500 Milam Building

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Steptoe & Johnson
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Layman & Layman

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London & Lancashire Indemnity Company
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LEROU, J. HENRY—Elizabeth City, N. C.
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LESEMANN, RALPH F.—East St. Louis, Ill.
Baker, Lesemann, Kagy & Wagner
511-521 Murphy Building

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LEVIN, SAMUEL—Chicago 4, Ill.
Continental Illinois Bank Building
231 South LaSalle Street

LEVIT, BERT W.—San Francisco 4, Calif.
Long & Levit
Merchants Exchange Building

LEVY, ADRIAN F.—Galveston, Texas
Levy & Levy
United States National Bank Bldg.

LEVY, LEONARD B.—New Orleans 12, La.
Dufour, St. Paul & Levy
National Bank of Commerce Building

LEWIS, R. K.—West Palm Beach, Fla.
Earnest, Lewis, Smith & Jones
Guaranty Building, Box 1111

LIDDON, WALKER—Fort Pierce, Fla.
Liddon & Parker
Faber Building
Orange Avenue and Second Street

LILLY, A. J.—Baltimore 3, Md.
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Langworthy, Matz & Linde
300 Union National Bank Bldg.

LINTON, WALTER—Phoenix, Arizona
Gust, Rosenfeld, Divelbess, Robinette & Linton
328 Security Building

LIPSCOMB, HUBERT S.—Jackson 5, Miss.
Lipscomb & Ray
Lamar Life Building

LIPSCOMB, THOMAS E.—Cleveland 14, Ohio
Thompson, Hine & Flory
1122 Guardian Building

LIPSCOMB, WILLIAM—Dallas 1, Texas
Malone, Lipscomb & Seay
508-514 Southland Life Building

LITTLE, JAMES—Big Spring, Texas
State National Bank Building

LITTLETON, OLIVER W.—Baltimore 3, Md.
Atty., Claim Dept., Fidelity & Dep. Co. of Md.
Fidelity Building

LLOYD, L. DUNCAN—Chicago 3, Ill.
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LOCKE, THEODORE L.—Indianapolis 4, Ind.
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750-760 Consolidated Building

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1295 State Street

LONG, STANLEY B.—Seattle 4, Wash.
Bogle, Bogle & Gates
603 Central Building

LONG, T. J.—Atlanta, Ga.
Matthews & Long
1417 First National Bank Building

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Lord, Bissell & Kadyk
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Sullivan, Finley & Lucas
1515 Ambassador Building

LUCE, ROBERT T.—Chicago 4, Ill.
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LUSK, JOHN A., JR.—Gadsden, Ala.
Lusk, Swann & Burns
First National Bank Building

M

MADDIN, JOHN KEITH—Nashville 3, Tenn.
Nashville Trust Building

MADISON, GEORGE T.—Bastrop, La.
Madison, Madison, Files & Shell
P. O. Box 510

MADISON, J. G.—Tuscaloosa, Ala.
Foster, Rice, Madison & Rosenfeld

MAGUIRE, RAYMER F.—Orlando, Fla.
Maguire, Voorhis & Wells
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120 Exchange Street

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National Surety Corp.
4 Albany Street

MALONE, RALPH WALDO—Dallas 1, Texas
Malone, Lipscomb & Seay
508-514 Southland Life Building

MANGIN, WILLIAM B.—Syracuse 2, N. Y.
Brown, Mangin & O'Connor
1603 State Tower Building

MANIER, MILLER—Nashville 3, Tenn.
Manier, Crouch, Manier & White
Baxter Building, 216 Union Street

MANIER, WILL R., JR.—Nashville 3, Tenn.
Manier, Crouch, Manier & White
Baxter Building
216 Union Street

MANN, FRANK C.—Springfield, Mo.
Mann, Mann, Walter & Powell
Suite 910, Landers Building

MANSFIELD, WALTER A.—Detroit 26, Mich.
1912 Guardian Building
Griswold Street

MARBLE, HARRY E.—Cincinnati 2, Ohio
Marble & Vordenberg
2003 Union Central Building

MARCHAL, VERNON L.—Greenville, Ohio
Marchal & Marchal
140 West 4th Street

MARCUS, DAVID C.—Beaumont, Texas
Marcus & Weller
P. O. Box 350

MARKHAM, J. HENSON—Jacksonville 1, Fla.
Osborne, Copp & Markham
Barnett Nat. Bank Bldg., P. O. Box 537

MARKLEY, EDWARD A.—Jersey City 3, N. J.
Markley & Broadhurst
1 Exchange Place

MARKS, SAM R.—Jacksonville 1, Fla.
Marks, Gray, Yates & Conroy
1321 Graham Building

MARKS, SUMTER D., JR.—New Orleans 12, Louisiana
Phelps, Dunbar, Marks & Claverie
United Fruit Building

MARRINER, RUFUS S.—Washington, Pa.
Marriner, Wiley & Marriner
417 Washington Trust Building

MARRYOTT, FRANKLIN J.—Boston 17, Mass.
Liberty Mutual Insurance Company
175 Berkeley Street

MARSALEK, GEORGE WOODRUFF—St. Louis 2, Mo.
Moser, Marsalek, Carpenter, Cleary & Carter
330 Pierce Building
112 North 4th Street

MARSHALL, E. A.—Huntington 9, W. Va.
Fitzpatrick, Strickling & Marshall
900 First Huntington National Bank Building

MARSHALL, REMBERT—Atlanta 3, Ga.
Neely, Marshall & Greene
1040 Hurt Building

MARTIN, CLARENCE E.—Martinsburg, W. Va.
Martin & Seibert
Peoples Trust Building

MARTIN, CLARENCE E., JR.—Martinsburg, W. Va.
Martin & Seibert
Peoples Trust Building

MARTIN, FRANK J.—Gadsden, Ala.
Hood, Inzer, Martin & Suttle
American National Bank Building
Box 429

MARTIN, GEORGE D.—Lancaster, Ohio
Drinkle & Martin
106 Equitable Building

MARTIN, JOHN B.—Philadelphia 10, Pa.
Duane, Morris & Heckscher
1617 Land Title Building

MARTIN, WILLIAM FRANCIS—New York 4, N. Y.
Martin & Clearwater
30 Broad Street

MARTIN, WILLIAM LOGAN—Birmingham 3, Ala.
Martin, Turner, Blakley & Bouldin
600 North 18th Street

MASON, WILLIAM CLARKE—Philadelphia 9, Pa.
Morgan, Lewis & Bockius
2107 Fidelity-Philadelphia Trust Building

MASTERS, RICHARD C.—Lansing 3, Mich.
Vice-President & Asst. Gen. Counsel
Auto-Owners Insurance Company
615 North Capitol Avenue

MATHEWS, JOHN ELIE—Jacksonville 2, Fla.
Mathews & Mathews
1311-1312 Graham Building

MATHYS, CLIFFORD G.—Madison 3, Wis.
Rieser & Mathys
1 West Main Street

MATTHEWS, DOUGLAS W.—Atlanta 3, Georgia
Matthews & Hendrix
1417 First National Bank Building

MATTHIAS, RUSSELL H.—Chicago 2, Ill.
Eckern, Meyers & Matthias
1 North LaSalle Street

MATZ, EDMUND L.—Bellaire, Ohio
Matz & Cinque
First National Bank Building

MAURICE, STEWART—New York 6, N. Y.
Maurice & McNamee
149 Broadway

MAUTZ, ROBERT T.—Portland 4, Ore.
Wilbur, Beckett, Oppenheimer, Mautz &
Souther
1001 Board of Trade Building

MAWHINNEY, DONALD M.—Syracuse 1, N. Y.
Hiscock, Cowie, Bruce, Lee & Mawhinney
300 First Trust & Deposit Building

MAXWELL, DAVID F.—Philadelphia 2, Pa.
Edmonds, Obermayer & Rebmann
1418 Packard Building

MAY, ALBERT E.—Omaha 2, Neb.
Swarr, May, Royce, Smith & Story
705 Keeline Building

MAY, CUTLER—Richmond 19, Virginia
May, Simpkins, Young and Rudd
1233 Mutual Building

MAY, JOHN G., JR.—Richmond 19, Va.
May, Simpkins, Young and Rudd
Mutual Building

MAY, PHILIP S.—Jacksonville 2, Fla.
Crawford & May
Suite 1106, 11 East Forsyth Street

MAY, RALPH J.—Oklahoma City 2, Okla.
Hervey, May, Owens & Harris
2511 APCO Tower

MAYER, CHARLES L.—Shreveport, La.
Jackson, Mayer & Kennedy
1030 Giddens-Lane Building

MAYNE, WALTER R.—St. Louis 1, Mo.
Fordyce, Mayne, Williams & Hartman
506 Olive Street

MEAD, J. S.—Birmingham, 3, Ala.
512 Jackson Building

MEADER, HENRY C.—Montgomery 4, Ala.
Meader, Jones & Murray
906-10 First National Bank Building

MEAGHER, I. E.—Minneapolis 2, Minn.
Meagher, Geer & Markham
1006 First National-Soo Line Building

MEHAFFY, JAMES W.—Beaumont, Texas
Cecil, Keith & Mehaffy
Perlstein Building

MEHIGAN, IRVING PATRICK—Milwaukee 2, Wis.
Burns & Mehigan
208 E. Wisconsin Avenue

MENDES, WILLIAM B.—New York 5, N. Y.
Mendes & Mount
27 William Street

MERCIER, LUCIEN H.—Washington 5, D. C.
401-3 Metropolitan Bank Building

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Merrell, Reese, Robb & Ryan
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MERRILL, WILLIAM FOLSOM—Skowhegan, Maine
Merrill & Merrill
Merrill Block

MERRIMAN, L. M.—Vero Beach, Fla.

MERSHON, M. L.—Miami 8, Fla.
Evans, Mershon, Sawyer, Johnston & Simmons
Box 1390
First National Bank Building

MEYERS, ALLEN—Topeka, Kan.
Meyers, Gault, Marshall & Hawks
New England Building

MICHAELS, WILLIAM C.—Kansas City 6, Mo.
Blackmar, Newkirk, Eager, Swanson & Midgley
906 Commerce Building

MILAM, ARTHUR Y.—Jacksonville 1, Fla.
Milam, McIlvaine, Carroll & Wattles
1211 Greenleaf Building

MLEY, MORTIMER B.—St. Paul 1, Minn.
Swensen & Anderson
1024 Minnesota Building

MILLER, ALEX M.—Des Moines 9, Iowa
Miller, Huebner & Miller
Equitable Building

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MILLER, JOHN L.—Pittsburgh 19, Pa.
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815 Berger Building

MILLER, JOHN M.—San Antonio 5, Texas
Bankers Life Company
815 Alamo National Building

MILLER, OLIVER H.—Des Moines 9, Iowa
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MILLER, ORRIN—Dallas 1, Texas
Robertson, Jackson, Payne, Lancaster & Walker
5th Floor, Republic Bank Building

MILLER, VAUGHN—Chattanooga 2, Tenn.
Miller, Martin, Hitching & Tipton
1033 Volunteer Building

MILLS, BALLINGER—Galveston, Texas
Wigley, McLeod, Mills & Shirley
801 Union Station Building

MITCHELL, GEORGE L., K. C.—London, Ontario, Canada
Mitchell and Thompson
609 Huron & Erie Building

MITCHELL, JAMES E.—Bangor, Maine
Eastern Trust Building

MOCK, FRED M.—Oklahoma City 2, Okla.
Pierce, Rucker, Mock, Tabor & Duncan
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MOELLER, FREDERICK A.—Boston 16, Mass.
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MONAHAN, ALBERT J.—Utica 2, New York
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Mayro Building

MONNET, CLAUDE—Oklahoma City 2, Okla.
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First National Building

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Montgomery, Barnett, Brown & Sessions
1103-6 Maritime Building

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Baker, Botts, Andrews & Parish
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Spears, Reynolds, Moore & Rebman
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Moreton, Christensen & Christensen
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Morford, Bennethum, Marvel & Cooch
212 Delaware Trust Building

MORGAN, B. L.—Amarillo, Texas
Morgan, Culton, Morgan, Britain & White
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MORRIS, CHARLES W.—Louisville 2, Ky.
Morris & Garlove
Marion E. Taylor Building

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INSURANCE COUNSEL JOURNAL

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603-624 Central Building

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Moss, Lyon & Dunn
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Ohio Farmers Insurance Company

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Continental Casualty Company
175 West Jackson Blvd., Room 407

MURPHY, JOHN—Kansas City 6, Mo.
Tucker, Murphy, Wilson and Siddens
831 Scarritt Building

MURPHY, JOSEPH B.—Syracuse 2, N. Y.
Murphy & Young
1104 State Tower Building

MURPHY, JOSEPH HAWLEY—Syracuse 2, N. Y.
Murphy & Young
1104 State Tower Building

MURPHY, RAY—New York 7, N. Y.
Association of Casualty & Surety Companies
60 John Street

MURRAY, CLAPHAM, JR.—Baltimore 3, Md.
Maryland Casualty Company
701 West 40th Street

MURRAY, GEORGE C.—Sheldon, Iowa
203 Security Investment Building

MUSE, LEONARD G.—Roanoke 4, Va.
Woods, Rogers, Muse & Walker
302-319 Boxley Building

MUSGRAVE, EDGAR—Des Moines 9, Iowa
Whitfield, Musgrave, Selvy, Fillmore & Kelly
616 Insurance Exchange Building

MYERS, S. P.—Racine, Wis.
Helm, Myers & Gillett
526 Monument Square

Mac

MACCARTER, WILLIAM J., Jr.—Chester, Pa.
MacCarter & Crawford
Crozer Building, Suite 502

MACELREE, J. PAUL—West Chester, Pa.
11 South High Street

Mc

MCCAHAN, ELMER B., Jr.—Baltimore 3, Maryland
Assistant General Counsel
Fidelity & Deposit Company of Maryland
611 Fidelity Building

MC CALL, HARRY—New Orleans 12, La.
Chaffe, McCall, Toler & Phillips
724 Whitney Building

MCCAMEY, HAROLD E.—Pittsburgh 19, Pa.
Dickie, McCamey, Chilcote, Reif & Robinson
Suite 2415, Grant Building

MCCAMPBELL, H. H., Jr.—Knoxville 08, Tenn.
Green, Webb & McCampbell
803 Burwell Building

MCCARROLL, CLARENCE—Owensboro, Ky.
Woodward, Bartlett, Hobson & McCarroll
221½ St. Ann Street

McCARY, JOE T.—Nashville 3, Tenn.
Stewart, McCary & Crownover
Third National Bank Building

McCLATCHY, DEVEREAUX F.—Atlanta 3, Ga.
Smith, Kilpatrick, Cody, Rogers & McClatchy
1045 Hurt Building

MCCLENDON, WILLIAM H., JR.—New Orleans 12, La.
McClendon & Wheeler
Richards Building

McCOMAS, CHARLES H.—Bel Air, Md.
McComas and James
21 Courtland Street

MCOMB, EDGAR—Denver 2, Colo.
McComb & Zarengo
Suite 1020, First National Bank Building

MCCONNELL, D. H.—Pittsburgh, Pa.
1603 Law & Finance Building

MCCONNELL, F. BRITTON—Los Angeles 15, Calif.
General Counsel, Pacific Employers Insurance
Co. and Unity Mutual Life & Acc. Ins. Co.
1033 South Hope Street

MCCONNELL, ROBERT M.—Knoxville 1, Tenn.
Frantz, McConnell & Seymour
Burwell Building

MCCORD, SIDNEY P., JR.—Camden 2, New Jersey
Starr, Summerill and Davis
330 Market Street

McCORMICK, ROBERT M.—New York 5, N. Y.
McCormick, McCormick & Dunne
55 Liberty Street

McDONALD, MARTELLE—Odessa, Texas
Court House

McDONALD, W. PERCY—Memphis 1, Tenn.
McDonald, McDonald & Kuhn
Commerce Title Building, P. O. Box 123

McELRAEVY, JOHN, JR.—New York 7, N. Y.
75 Fulton Street

McFADDIN, JOHN M.—Rockville, Ind.
McFaddin & McFaddin
Rockville National Bank Building

McFALL, JOHN M.—Baltimore 3, Md.
United States Fidelity & Guaranty Company
Calvert & Redwood Streets

McGINN, DENIS—Escanaba, Mich.
McGinn & Fitzharris
1103 Escanaba National Bank Building

McGOUGH, PAUL J.—Minneapolis 2, Minn.
Faegre & Benson
1260 Northwestern National Bank Building

McGUGIN, DAN E.—Nashville 3, Tenn.
608 Commerce-Union Bank Building

McGUIRK, JAMES J., JR.—New York 8, N. Y.
Counsel, Globe Indemnity Company
150 William Street

McHANEY, POWELL B.—St. Louis 3, Mo.
General American Life Insurance Co.
1501 Locust Street

MCNEERNEY, WILBERT—Washington 5, D. C.
900 Albee Building
1426 G Street, N.W.

McKELVEY, W. R.—Seattle 4, Wash.
Skeel, McKelvey, Henke, Evenson & Uhlmann
Insurance Building

MCKENNETT, FRED A.—New York 7, N. Y.
Manager, Eastern Claim and Legal Dept.
Zurich General Accident & Liability Ins. Co.
55 John Street

McKESSON, THEODORE G.—Phoenix, Ariz.
Luhrs Tower

MC LAUGHLIN, EUGENE D.—Peoria 2, Ill.
Hunter, Kavanagh, McLaughlin & Bond
718 Commercial National Bank Building

MC LAUGHLIN, JOHN T.—Reno, Nev.
Pike, McLaughlin & Furrh
309 First National Bank Building

MCLEAN, DICKSON—Lumberton, N. C.
McLean & Stacy
The National Bank Building
Drawer 1087

MCLENDON, L. P.—Greensboro, N. C.
Brooks, McLendon, Brim & Holderness
Southeastern Building

MCLEOD, V. W.—Galveston, Texas
Wigley, McLeod, Mills & Shirley
801 Union Station Building

MCLOUGHLIN, JAMES J.—New York 6, N. Y.
111 Broadway

MCMAHON, T. J.—Abilene, Texas
McMahon, Springer & Smart
507 West Texas Utilities Building

MCMANARA, J. PAUL—Columbus 15, Ohio
50 East Broad Street

MCMANARA, WILLIAM F.—Chicago 3, Ill.
Fidelity & Casualty Company of N. Y.
135 South LaSalle Street

MCNEAL, HARLEY J.—Cleveland 14, Ohio
McNeal & Barry
1006 Williamson Building

MCREYNOLDS, ROBERT L.—Clarksville, Tenn.
McReynolds & Marks
First National Bank Building

MC TIGHE, DESMOND J.—Norristown, Pa.
Duffy, McTighe & McElhone
11 East Airy Street

N

NALL, A. WALTON—Atlanta, Ga.
Andrews, Nall and Sterne
404 Atlanta Federal Savings Bldg.

NAMAN, W. W.—Waco, Texas
Naman, Howell & Boswell
Amicable Building

NANGLE, JOHN J.—St. Louis 2, Mo.
Utilities Insurance Company
4th Floor, Pierce Building

NASH, FRANCIS M.—Bradford, Pa.
Nash & Mutzabaugh
City Hall

NASH, J. NEWTON—New York 5, N. Y.
Nash, Ten Eyck, Maximov & Freehill
60 Wall Street

NAUJOKS, HERBERT H.—Chicago 2, Ill.
Ekern, Meyers & Matthias
1 North LaSalle Street

NEAL, ROBERT R.—Chicago 4, Ill.
Assistant General Counsel
North American Accident Ins. Co.
209 S. LaSalle Street

NEELY, EDGAR A.—Atlanta 3, Ga.
Neely, Marshall & Greene
1040 Hurt Building

NEELY, ROBERT D.—Omaha 2, Neb.
Neely & Otis
702-3 W. O. W. Building

NELSON, P. H.—Columbia 23, S. C.
Nelson, Mullins & Grier
902-905 Palmetto Building

NELSON, ROBERT M.—Memphis 3, Tenn.
Nelson, Norvell, Owens & Floyd
1001 Columbian Mutual Tower

NEWMAN, DANIEL S.—Pittsburgh 19, Pa.
Dickie, Robinson & McCamey
2415 Grant Building

NICHOLS, HENRY W.—New York 6, N. Y.
Vice-President and General Counsel
National Surety Corporation
4 Albany Street

NICKERSON, PALMER R.—Baltimore 2, Md.
Due, Nickerson & Whiteford
605 Title Building

NIEHAUS, JOHN M.—New York 22, N. Y.
515 Madison Avenue

NIGH, WARREN—Washington 5, D. C.
Government Employees Insurance Company
Government Employees Insurance Building

NIGHT, WILLIAM E.—Binghamton, N. Y.
Kramer, Night & Wales
46-48 Hawley Street

NILLES, HERBERT G.—Fargo, N. D.
Nilles, Oehlert & Nilles
504 Black Building

NIMS, DAVID E., JR.—Kalamazoo 13, Mich.
Jackson, Fitzgerald, Dalm, Nims, Sage &
Wheeler
219 West Lovell Street

NIX, ABIT—Athens, Ga.
Erwin, Nix, Birchmore & Epting
202 Southern Mutual Building

NIXON, DAVID S.—Hartford 2, Conn.
London & Lancashire Indemnity Company of
America
20 Trinity Street

NOLL, ROBERT M.—Marietta, Ohio
406 Peoples Bank Building

NOONAN, CHARLES F.—Minneapolis 2, Minn.
Dorsey, Coleman, Barker, Scott & Barber
1300 First National-Soo Line Building

NOONE, CHARLES A.—Chattanooga 2, Tenn.
Suite 603, Chattanooga Bank Building

NORDMARK, GODFREY—Denver 2, Colo.
235 Equitable Building

NORMANN, FRANK S.—New Orleans 12, La.
Normann, Schonekas & Normann
16th Floor, Hibernia Bank Building

NORVELL, J. WOODROW—Memphis 3, Tennessee
Nelson, Norvell, Owens & Floyd
1001 Columbian Mutual Tower

NOTNAGEL, LELAND H.—Toledo 4, Ohio
Cobourn, Notnagel, Smith & Moran
707 Toledo Trust Building

NULTON, P. E.—Pittsburg, Kan.
Nulton & Letton
First National Bank Building

O

O'BRIEN, F. J.—Rochester, Minn.
321 First National Bank Building

O'BRIEN, JOSEPH F.—Brooklyn 2, New York
189 Montague Street

O'BRIEN, MATTHEW J.—Chicago 4, Ill.
O'Brien & Hanrahan
3520 Board of Trade Building

O'BRYAN, WILLIAM M.—Fort Lauderdale, Fla.
Fleming, O'Bryan & Fleming
801 Sweet Building

O'CONNOR, JAMES H.—Syracuse 2, N. Y.
O'Connor & Fahey
731 University Building

ODOM, H. TALBOT—Greenwood, Miss.
Box 674

ODUM, JOHN B.—Valdosta, Ga.
Odum & Young
Lawyers Building

O'FARRELL, WILLIAM T.—Charleston 22, W. Va.
Jackson, Kelly, Morrison & Moxley
1601 Kanawha Valley Building

O'HARA, JAMES M.—Utica, N. Y.
309 Foster Building
and 117 W. Dominick Street
Rome, N. Y.

O'HEARN, JOHN V.—St. Paul 4, Minn.
Anchor Casualty Company
2700 University Avenue

O'KELLEY, A. FRANK—Tallahassee, Fla.
Keen, O'Kelley & Spitz
311 East Park Avenue

OLDS, JAMES—Akron 8, Ohio
(H. A. Waltz & James Olds)
913 Second National Building

OLIVER, ALLEN—Cape Girardeau, Mo.
Oliver & Oliver
402-406 Himmelberger-Harrison Bldg.

O'MALLEY, THOMAS J.—New York, N. Y.
Merchants Indemnity Corporation of New York
45 John Street

OMAN, RALPH—Topeka, Kan.
McClure, Webb & Oman
708 National Bank of Topeka Building

O'MARA, JUNIOR—Jackson, Miss.
Butler, Snow & O'Mara
Deposit Guaranty Bank Building

O'NEILL, EDWARD T.—Fond du Lac, Wis.
General Claims Attorney
Threshermens Mutual Insurance Co.
104 South Main Street

ORBISON, TELFORD B.—New Albany, Ind.
Bulleit and Orbison
Union National Bank Bldg.

ORLANDO, SAMUEL P.—Camden 2, N. J.
709 Market Street

ORR, ALEXANDER, JR.—New York 7, New York
Evans, Rees & Orr
220 Broadway

ORR, GEORGE WELLS—New York 7, N. Y.
U. S. Aviation Underwriters
80 John Street

OSBORNE, H. P.—Jacksonville 1, Fla.
Osborne, Copp & Markham
1625 Barnett National Bank Building
P. O. Box 537

OWENS, DEAN—Rome, Ga.
Matthews, Owens & Maddox
13½ East Third Avenue

OWENS, GROVER T.—Little Rock, Ark.
Owens, Ehrman & McHaney
Pyramid Building

OWENS, HUGH F.—Oklahoma City 2, Okla.
Superior Oil Company of California
22nd Floor, APCO Tower

P

PALMER, RAY G.—Duluth 2, Minn.
Hunt, Palmer & Hood
800 Lonsdale Building

PARCHER, FREDERIC C.—Columbus 16, Ohio
Farm Bureau Mutual Auto Ins. Co.
246 North High Street

PARK, ARTHUR A.—San Francisco 4, Calif.
Worthington, Park & Worthington
Russ Building

PARKER, ALEXANDER W.—Richmond 19, Va.
Christian, Barton, Parker & Boyd
506 Mutual Building

PARKER, G. W., JR.—Fort Worth 2, Texas
Bryan, Stone, Wade & Agerton
2206 Fort Worth National Bank Building

PARKER, HAROLD T.—Mt. Holly, N. J.
Parker, McCay & Criscuolo
117 Main Street

PARKER, LEO B.—Kansas City 6, Mo.
Parker & Knipmeyer
900 Waltower Building

PARKER, OTIS ROBERT, JR.—Fort Pierce, Fla.
Liddon & Parker
Faber Building
Orange Avenue and Second Street

PARNELL, ANDREW W.—Appleton, Wis.
Benton, Bosser, Becker, Parnell & Fulton
115 North Appleton Street

PARRY, R. P.—Twin Falls, Idaho
Parry, Keenan, Robertson & Daly
Fidelity National Bank Bldg., Box 534

PATTERSON, J. B.—Wichita 2, Kan.
Hersberger, Patterson & Jones
1301 Union National Bank Building

PATTERSON, J. B.—Fort Lauderdale, Florida
Patterson, O'Bryan and Cabot
615 Sweet Building

PEACE, WILLIAM H.—Philadelphia 10, Pa.
White, Williams & Scott
1900 Land Title Building

PEARCE, THEODORE S.—Miami Beach, Fla.
420 Lincoln Road

PEEBLES, JAMES MCADEN—Nashville, Tenn.
Tyne, Peebles, Henry & Tyne
National Building

PELGRIFT, DELANCEY—Hartford 6, Conn.
Pelgrift, Dodd, Blumenfeld & Nair
130 Capitol Avenue

PENDER, WILLIAM C.—Norfolk 19, Va.
Pender, Coward & Boswell
619 Western Union Building

PERRY, BENNETT H.—Henderson, N. C.
Perry & Kittrell
Law Building

PETERSON, ABE R.—Chicago 3, Illinois
Eckert, Peterson and Leeming
135 South LaSalle Street

PETRINI, JAMES—Bakersfield, Calif.
Borton, Petrini & Conron
Professional Building, Box 528

PEFAU, WILLIAM E.—Youngstown 3, Ohio
710-711 Union National Bank Building

PHELAN, THOMAS N., K. C.—Toronto 2, Canada
Phelan, O'Brien, Phelan & Fitzpatrick
705 Federal Building

PHILLIPS, THOMAS M.—Houston 2, Texas
Baker, Botts, Andrews & Parrish
1600 Esperson Building

PICKREL, WILLIAM G.—Dayton 2, Ohio
Pickrel, Schaeffer & Ebeling
608-625 Gas & Electric Building

PICKETT, RUSSELL N.—Trenton, Mo.
Pickett & Pickett
Citizens State Bank Bldg.

PIERCE, CLAYTON B.—Oklahoma City 2, Okla.
Pierce, Rucker, Mock, Tabor & Duncan
2401 First National Building

PIERSON, WELCOME D.—Oklahoma City 2, Okla.
Pierson & Hertz
2720 First National Building

PIRNIE, NELSON R.—Albany 7, N. Y.
Ainsworth & Sullivan
State Bank Building

PITTS, J. L.—Alexandria, La.
Stafford & Pitts
Guaranty Bank Building

PITTS, WILLIAM MCLEAN—Selma, Ala.
Pitts & Pitts
1008½ Water Avenue

PLAUCHE, S. W., SR.—Lake Charles, Louisiana
Plauche & Plauche
303 Pioneer Building

PLAUCHE, S. W., JR.—Lake Charles, Louisiana
Plauche and Plauche
303 Pioneer Building

PLEDGER, CHARLES E., JR.—Washington 5, D. C.
Pledger, Edgerton & Richardson
Washington Building

PLUMMER, ALBERT L.—Kansas City, Mo.
General Attorney
Casualty Reciprocal Exchange
2801 Wyandotte Street

PLUNKETT, ROBERT E.—Detroit 26, Mich.
Ward and Plunkett
1824 Dime Building

POMERENE, WARNER M.—Coshocton, Ohio
Pomerene & Burns
Coshocton National Bank Building

POORE, HARRY T.—Knoxville 02, Tenn.
Poore, Cox, Baker & McAuley
Fidelity Bankers—Trust Building
P. O. Box 1708

POPPER, JOSEPH W.—Macon, Ga.
Persons Building

PORTEOUS, WILLIAM A., JR.—New Orleans 12, La.
Porteous & Johnson
2008 American Bank Building

POWELL, ARTHUR G.—Atlanta 3, Ga.
Powell, Goldstein, Frazer & Murphy
Citizens & Southern National Bank Bldg.

POWELL, JACK A.—Springfield, Mo.
Mann, Mann, Walter & Powell
810 Landers Building

POWERS, LELAND—Boston 10, Mass.
Powers & Hall
30 Federal Street

PRICE, PAUL E.—Chicago 2, Ill.
McKinley, Price & Appleman
33 North LaSalle Street

PRICKETT, WILLIAM—Wilmington 7, Del.
Prickett, Herrmann and Miller
Equitable Building

PRIEST, MYRL F.—St. Paul 4, Minn.
Anchor Casualty Company
2700 University Avenue

PRINGLE, SAMUEL W.—Pittsburgh 19, Pa.
Dalzell, McFall, Pringle & Bredin
450 Fourth Avenue

PROCTOR, CHARLES W.—Worcester 8, Mass.
Proctor & Howard
390 Main Street

PROSSER, F. H.—Milwaukee 2, Wis.
Shaw, Muskat and Paulsen
773 North Broadway

PRYOR, THOMAS BRADY, JR.—Fort Smith, Ark.
Pryor, Pryor & Dobbs
Merchants National Bank Building

PUTNAM, CLYDE C., JR.—Des Moines, Iowa
Putnam, Putnam & Putnam
722 Des Moines Building

PY, JOHN R.—Sandusky, Ohio
Flynn, Py and Kruse
Washington Building

Q

QUINLIVAN, RAY J.—St. Cloud, Minn.
Atwood & Quinlivan
Western Union Building

R

RALEY, DONALD W.—Canton 2, Ohio
Day, Cope, Ketterer, Raley & Wright
1110 First National Bank Building

RAMEY, T. B., JR.—Tyler, Texas
Ramey, Calhoun, Marsh, Brelsford & Sheehan
Citizens National Bank Building

RAMIREZ, CHARLES E.—Ancon, C. Z.
Van Siclen & Ramirez
6 Tivoli Avenue, P. O. Box 124

RANDALL, JOHN D.—Cedar Rapids, Iowa
906 American Building

RANKIN, JAMES KING—Atlanta, Ga.
Powell, Goldstein, Frazer & Murphy
1130 Citizens & Southern National Bank Bldg.

RAUB, EDWARD B., JR.—Indianapolis 4, Ind.
White, Raub, Craig & Forrey
1508-13 Merchants National Bank Building

RAY, PAUL H.—Salt Lake City 1, Utah
Ray, Quinney & Nebeker
Suite 921, Kerns Building

REAGAN, FRANKLIN E.—St. Louis 1, Mo.
Sievers & Reagan
1515 Paul Brown Building

REAVILL, R. B.—Duluth 2, Minn.
Holmes, Mayall, Reavill & Neimyer
900 Alworth Building

REDEKER, HARRY S.—Philadelphia 1, Pa.
The Fidelity Mutual Life Ins. Co.
The Parkway at Fairmount Avenue

REDFORD, CARROLL M.—Glasgow, Ky.
Court House

REED, CLYDE—Fort Wayne 2, Ind.
Reed, Cleland, Eggeman & Torborg
1201 Old First Bank Building

REED, FRED O.—Los Angeles 14, Calif.
Reed & Kirtland
639 South Spring Street

REED, H. M.—Waterloo, Iowa
Reed & Beers
537 Black Building

REED, PETER—Cleveland 13, Ohio
McKeon, Merrick, Aiter & Stewart
2800 Terminal Tower

REEDER, HERMAN W.—Columbus 16, Ohio
Farm Bureau Mutual Automobile Insurance
Company
246 North High Street

REES, FRED H.—New York 7, N. Y.
Evans, Rees & Orr
220 Broadway

REEVES, G. L.—Tampa 1, Fla.
Reeves, Allen & Dell
Stovall Professional Building
P. O. Box 2111

REID, MAX B.—Blytheville, Ark.
Reid & Roy
Lynch Building

REIF, ERNEST C.—Pittsburgh 19, Pennsylvania
Dickie, McCamey, Chilcote, Reif & Robinson
2415 Grant Building

REYNOLDS, FRANCIS V.—Providence 3, R. I.
724 Industrial Trust Building

REYNOLDS, HUGH E.—Indianapolis 4, Ind.
Slaymaker, Locke & Reynolds
750-760 Consolidated Building

REYNOLDS, SHELDON S.—Cleveland 13, Ohio
McKeon, Merrick, Arter & Stewart
2800 Terminal Tower

RHODES, CHRIS L.—Tulsa 3, Okla.
Crouch, Rhodes & Crowe
1128 Hunt Building

RHODES, FREDERICK ATLAS—Kansas City 10, Mo.
Central Surety & Insurance Corp.
P. O. Box 207

RICE, J. PERCIVAL—Dallas 1, Texas
24th Floor, Mercantile Bank Building

RICE, ROBERT H.—Elyria, Ohio
Elyria Savings Building

RICH, ERNEST A.—Minneapolis 2, Minn.
826 First National—Soo Line Building

RICHARDSON, CHESTER D.—Kenosha, Wis.
1-2 Dale Building

RICHARDSON, FORREST E.—Portland 3, Maine
Robinson, Richardson & Leddy
85 Exchange Street

RICHARDSON, JOHN E.—Glasgow, Ky.
New Farmers National Bank Building

RIEPE, CARL C.—Burlington, Iowa
Hirsch, Riepe & Wright
506-13 Tama Building

RINGEL, HERBERT A.—Atlanta 3, Georgia
Smith, Partridge, Field, Doremus & Ringel
505-511 Grant Building

RIVERS, GEORGE L. BUIST—Charleston, S. C.
Hagood, Rivers & Young
28 Broad Street, Box 903

RIVES, AT G.—Birmingham 3, Ala.
Jackson, Rives & Pettus
818-21 Massey Building

ROBB, M. S.—Minneapolis 2, Minn.
Robb, Robb & Van Eps
940 Builders Exchange

ROBBIE, JOSEPH H., JR.—Mitchell, S. D.
305 Medical Arts Building

ROBERTS, H. MELVIN—Cleveland 14, Ohio
Howell, Roberts & Stapleton
1026 Guardian Building

ROBERTS, M. M.—Hattiesburg, Miss.
Heidelberg & Roberts
Citizens Bank Building

ROBERTSON, J. B.—Kansas City 13, Mo.
Employers Reinsurance Corporation
P. O. Box 2088

ROBERTSON, LAWRENCE V.—Tucson, Ariz.
Darnell, Robertson & Holesapple
410 Valley National Building
P. O. Box 30

ROBINETTE, IVAN—Phoenix, Ariz.
Gust, Rosenfeld, Divelbess, Robinette & Linton
328 Security Building

ROBINSON, HOWARD L.—Clarksburg, W. Va.
Robinson & Stump
Union Bank Building

ROBINSON, MEMORY L.—Birmingham 3, Ala.
Lange, Simpson, Robinson & Somerville
1029 Frank Nelson Building

ROBINSON, THOMAS N.—Benton Harbor, Mich.
403 Fidelity Building

ROCAP, JAMES E.—Indianapolis 4, Ind.
Rocap & Rocap
129 East Market Street

ROCHE, DONALD M.—Chicago 6, Ill.
Room 1429, 166 West Jackson Blvd.

RODE, ALFRED—Seattle 1, Wash.
General Counsel
Northwestern Mutual Fire Assn.
217 Pine Street

RODERICK, GEORGE T.—Akron 8, Ohio
Slabaugh, Guinther and Pflueger
329 Second National Building

RODEY, PEARCE CODDINGTON—Albuquerque, N. M.
Rodey, Dickason & Sloan
First National Bank Building
P. O. Box 558

RODMAN, JOHN C.—Washington, North Carolina
Rodman and Rodman
Market Street

ROEMER, ERWIN W.—Chicago 3, Ill.
Gardner, Carton & Douglas
1430 First National Bank Building
33 South Clark Street

ROGOSKI, ALEXIS J.—Muskegon, Mich.
Bunker & Rogoski
Hackley Union National Bank Building

ROLLINS, H. BEALE—Baltimore 2, Md.
Rollins, Smalkin, Goudy & Weston
Suite 629, Title Building

ROMANACH, GUILLERMO DIAZ—Havana, Cuba
Obispo No. 53, The Trust Company Bldg.

ROSEWATER, STANLEY M.—Omaha 2, Neb.
Rosewater, Mecham, Stoehr, Moore & Mecham
1028 City National Bank Building

ROSS, JAMES H.—Oklahoma City 2, Okla.
Ross & Earnheart
760 First National Bank Building

ROTCHFORD, HUGH B.—Los Angeles, Calif.
Chase, Rotchford, Downen & Drukker
433 South Spring St.

ROWE, ROYCE G.—Chicago 40, Ill.
Lumbermens Mutual Casualty Co.
Mutual Insurance Building
4750 Sheridan Road

ROYSTER, JOHN H.—Peoria 2, Ill.
Heyl, Royster & Voelker
809 Central National Bank Building

RUARK, ROBERT—Raleigh, N. C.
Ruark & Ruark
Suite 1008, Insurance Building

RUCKER, TRUMAN B.—Tulsa 3, Oklahoma
Pierce, Rucker, Mock, Tabor & Duncan
608 Wright Building

RUDOLPH, HAROLD W.—New York 7, N. Y.
Secretary & General Counsel
Seaboard Surety Company
75 Maiden Lane—5th Floor

RUNALIS, CLARENCE R.—Niagara Falls, N. Y.
Franchot, Runalis, Cohen, Taylor & Mallam
425-446 Gluck Building

RUNKLE, CLARENCE B.—Los Angeles, 14, Calif.
Crider, Runkle & Tilson
650 South Spring Street

RUST, ADLAI H.—Bloomington, Ill.
Gen. Counsel, State Farm Mutual Auto Ins. Co.
State Farm Mutual Building

RUTHERFORD, W. HAROLD—Chicago 4, Ill.
Hartford Accident & Indemnity Co.
1329 Insurance Exchange

RYAN, CHARLES F.—Rutland, Vt.
Ryan, Smith & Carbine
Mead Building

RYAN, FRANK J.—Utica 2, N. Y.
110 Genesee Street

RYAN, FRANK P.—Worcester 8, Mass.
Ryan & Harrington
332 Main Street

RYAN, JAMES M.—Geneva, N. Y.
435 Exchange Street

RYAN, LEWIS C.—Syracuse 2, N. Y.
Hancock, Dorr, Ryan & Shove
Hills Building

RYAN, STANLEY M.—Janesville, Wis.
Dougherty, Ryan, Moss & Wickham
401 Jackman Building

S

SADLER, W. H., JR.—Birmingham 3, Ala.
Sadler & Sadler
1316 Comer Building

SALINSKY, BEN E.—Sheboygan, Wis.
Mohr Building
709 N. 8th Street

SALMON, CARL S.—Amsterdam, N. Y.
53 East Main Street

SALMON, DEL B.—Schenectady 5, N. Y.
521 State Street

SAMISON, RICHARD HUNT—Los Angeles 14, Calif.
Sampson & Dryden
210 West Seventh Street

SANDERS, LEWIS W.—Kansas City, Mo.
General Counsel
Kansas City Fire and Marine Insurance Co.
301 West Eleventh Street

SAPP, ARMISTEAD W.—Greensboro, N. C.
Smith, Sapp, Moore & Smith
Suite 700, Jefferson Standard Building

SARGENT, A. H.—Cedar Rapids, Iowa
Sargent, Spangler & Hines
Merchants National Bank Building

SAVAGE, LEONARD H.—Oklahoma City 2, Okla.
Savage, Gibson, Benefield & Hart
2701 APCO Tower

SAWYER, HERBERT S.—Miami 8, Fla.
Evans, Mershon, Sawyer, Johnston & Simmons
First National Bank Building
Box 1390

SCALLEN, RAYMOND A.—Minneapolis 2, Minn.
Faegre & Benson
1260 Northwestern Bank Building

SCHACHT, WILLIAM C.—Rochester, Minn.
Schacht & Schacht
100 First Avenue Building

SCHELL, WALTER O.—Los Angeles 14, Calif.
Schell & Delamer
215 W. Seventh Street

SCHISLER, J. HARRY—Baltimore 3, Md.
Vice President and General Attorney
Fidelity & Deposit Company of Maryland
and American Bonding Co. of Baltimore
609 Fidelity Building

SCHLIFF, ALBERT C.—Springfield, Ill.
Brown, Hay & Stephens
714 First National Bank Building

SCHLOTHAUER, GEORGE McD.—Madison 3, Wis.
Grelle & Schlothauer
105 Monona Avenue

SCHMIDT, GEORGE L.—Houston 2, Texas
Kemper, Wilson & Schmidt
317 Shell Building

SCHNEIDER, PHILIP J.—Cincinnati 2, Ohio
Waite, Schindel & Bayless
1318 Union Central Life Building

SCHROEDER, EDWARD H.—Chicago 7, Ill.
Assistant Vice-President
Allstate Insurance Company
3245 West Arthington Street

SCHROEDER, H. J.—Stevens Point, Wis.
Hardware Mutual Casualty Company

SCHULTZ, PETER A.—Buffalo, N. Y.
Steele & Schultz
1054-60 Ellicott Square

SCHWARTZ, WILBUR C.—St. Louis 1, Mo.
722 Chestnut Street

SCOTT, JOHN W.—Joplin, Mo.
Scott, Scott & Blair
Suite 512-516, Joplin National Bank Bldg.

SCOTT, PAUL R.—Miami 6, Fla.
Loftin, Anderson, Scott, McCarthy & Preston
Ingraham Building, Box 1069

SCROGGIE, LEE J.—Detroit 26, Mich.
Lacey, Scroggie, Lacey & Buchanan
Dime Building

SCULLY, RAYMOND J.—New York 7, N. Y.
Travelers Insurance Company
80 John Street

SEARL, WILLIAM C.—Lansing 3, Mich.
Secretary and General Counsel,
Auto-Owners Insurance Company
615 North Capitol Avenue, Box 660

SEARS, BARNABAS F.—Aurora, Ill.
Sears & Streit
Old Second National Bank Building

SEARS, BURTON P.—Evanston, Ill.
Associate General Counsel
Washington National Insurance Co.
610 Church Street

SEBASTIAN, ARTHUR M.—Columbus 15, Ohio
Benoy & Sebastian
50 W. Broad Street

SEDWICK, WALLACE E.—San Francisco 4, Calif.
Keith, Creede & Sedgwick
1217 Mills Tower
220 Bush Street

SEILER, ROBERT E.—Joplin, Mo.
Seiler, Blanchard & VanFleet
Joplin National Bank Building

SELLERS, CHARLES W.—Cleveland 14, Ohio
Thompson, Hine & Flory
Guardian Building

SEMPLE, HAROLD R.—Providence 3, R. I.
209 Turks Head Building

SESSIONS, CICERO C.—New Orleans 12, La.
Montgomery, Barnett, Brown & Sessions
1103-6 Maritime Building

SEWELL, BEN G.—Houston 2, Texas
McGregor & Sewell
905 Second National Bank Building

SEXTON, JOHN J.—St. Paul 1, Minn.
Sexton & Kennedy
534 Minnesota Building

SHACKELFORD, GEORGE S., JR.—Roanoke 3, Va.
Hazelgrove, Shackelford & Carr
1109 Colonial-National Bank Bldg., Box 565

SHACKLEFORD, R. W.—Tampa 2, Fla.
Shackleford, Farrior, Shannon & Stallings
700 Tampa Theatre Building

SHAFFER, HERBERT—Cincinnati 2, Ohio
Waite, Schindel & Bayless
1318 Union Central Life Building

SHANDS, DUGAS—Jackson, Mississippi
1117 Standard Life Building

SHANNON, GEORGE T.—Tampa 2, Fla.
Shackleford, Farrior, Shannon & Stallings
700 Tampa Theatre Building

SHAPIRO, JOSEPH G.—Bridgeport 3, Conn.
Shapiro & Daly
945 Main Street

SHAYLOR, CLYDE L.—Ashtabula, Ohio
National Bank Building

SHEEHY, JOE W.—Tyler, Texas
Ramey, Calhoun, Marsh, Brelsford & Sheehy
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SHEPPARD, JAMES C.—Los Angeles 13, Calif.
Sheppard, Mullin, Richter & Balthis
458 South Spring Street

SHERAN, ROBERT J.—Mankato, Minn.
Gallagher, Farrish & Sheran
209-211 National Citizens Bank Building

SHEREFF, JAY—New York, N. Y.
325 East 79th Street

SHERIDAN, BERNARD L.—Paola, Kan.
Sheridan & Bishop
Whitaker Building

SHERWOOD, HERBERT M.—Providence 3, R. I.
Sherwood & Clifford
1003 Turks Head Building

SHIELDS, DAN B.—Salt Lake City 1, Utah
419 Judge Building

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INSURANCE COUNSEL JOURNAL

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Shipman & Shipman
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SHOHL, WALTER M.—Cincinnati 2, Ohio
Dinsmore, Shoel, Sawyer & Dinsmore
1218-1225 Union Central Building

SHORT, CHARLES F., Jr.—Chicago 2, Ill.
Brundage & Short
111 W. Washington St.

SHUGHART, HENRY M.—Kansas City 6, Mo.
Shughart & Thomson
Commerce Building

SHULL, DELOSS P.—Sioux City 9, Iowa
Shull & Marshall
1109 Badgerow Building

SHUMATE, WILLIAM L.—New York 7, N. Y.
Zurich General Accident and Liability Insurance Company, Ltd.
80 John Street

SHUTTLEWORTH, V. C.—Cedar Rapids, Iowa
Elliott, Shuttleworth & Ingersoll
1120 Merchants National Bank Building

SIMPSON, JAMES A.—Birmingham 3, Ala.
Lange, Simpson, Robinson & Somerville
1029 Frank Nelson Building

SINNETT, THOMAS P.—Rock Island, Ill.
Sinnett & Britton
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SLAVEN, LANT R.—Williamson, W. Va.
National Bank of Commerce Bldg.

SMALLWOOD, JOHN M.—Russellville, Ark.
Bank of Russellville Building

SMALLWOOD, ROBERT L., Jr.—Oxford, Miss.

SMITH, ALEXANDER W.—Atlanta 3, Ga.
Smith, Partridge, Field, Doremus & Ringel
509 Grant Building

SMITH, CHARLES F.—Wausau, Wis.
Smith, Okoneski, Puchner & Tinkham
Thorp Finance Building
427 Fourth Street

SMITH, CHASE M.—Chicago 40, Ill.
Smith, Rowe, Howe, Hurley & Bloom
Mutual Insurance Building
4750 Sheridan Road

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Clarke, Thomsen & Smith
10 Light Street

SMITH, CULVER—West Palm Beach, Florida
Earnest, Lewis, Smith & Jones
708 Guaranty Building

SMITH, E. B.—Boise, Idaho
Idaho Building

SMITH, FORREST S.—Jersey City 2, N. J.
Smith, James & Matthias
1 Exchange Place

SMITH, FORREST STUART—Richmond 16, Virginia
General Claims Counsel
American Fidelity & Casualty Company
710 Insurance Building

SMITH, H. L.—Tulsa 3, Okla.
Smith & Rogers
614-618 Oil Capital Building

SMITH, JAMES T.—Midland, Texas
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SMITH, WILLIS—Raleigh, N. C.
Smith, Leach & Anderson
Security Bank Building

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Smithson & Stubbs
724 Rialto Building

SNATTINGER, IRWIN—Topeka, Kan.
National Bank of Topeka Building

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SNOW, C. B.—Jackson, Miss.
Butler, Snow & O'Mara
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SNOW, EDWARD L.—Meridian, Miss.
Snow & Covington
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Snyder, Wert & Wilcox
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Spain, Gillon, Grooms & Young
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SPAULDING, BRUCE—Salem, Oregon
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SPRINKLE, PAUL C.—Kansas City 6, Mo.
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515 Lathrop Building

SPROWLS, JOHN S.—Superior, Wisconsin
Powell & Sprowls
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STANLEY, ARTHUR J., JR.—Kansas City 11, Kansas
Stanley, Stanley, Schroeder,
Weeks & Thomas
518 Brotherhood Building

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Stant & Roberts
Reynolds Arcade Building

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Adams, Smith, Brown & Starrett
705 Walbridge Building

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Stathers & Cantrall
Goff Building

STECHER, JOSEPH D.—Toledo 4, Ohio
Yager & Stecher
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STEER, GEORGE H., K. C.—Edmonton, Alberta,
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Stickel & Stickel
Raymond Commerce Building

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Deutsch, Kerrigan & Stiles
1700 Hibernia Building

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Stiner & Boslaugh
Clarke Building

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Plauche & Stockwell
Calcasieu Building & Loan Bldg.

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Gulf States Building

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Bond, Schoenbeck & King
1400 State Tower Building

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306 Chambersburg Trust Company Bldg.

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Stubbs, McKenzie & Williams
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Ainsworth & Sullivan
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MacKenzie, Smith & Mitchell
821 O. C. S. B. Building

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Schubring, Ryan, Peterson & Sutherland
The Power & Light Building

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Kerr, Gayer and Sutton
First National Bank Building

SWAINSON, CLARENCE A.—Cheyenne, Wyo.
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Durham & Swanson
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SYMONS, NOEL S.—Buffalo 2, N. Y.
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T

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Taylor & Quick
Commerce Title Building

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31 Park Avenue

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1749 Penobscot Building

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THOMAS, EARL TILMAN—Jackson 102, Miss.
Wells, Wells, Newman & Thomas
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Thomas & Lesher
719 White Building

THOMPSON, GROVER C.—Lexington 3, Ky.
1510 First National Bank & Trust Co. Bldg.

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Thompson, Knight, Wright, Weisberg & Sim-
mons
1410 Mercantile Securities Bldg.

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Crider, Runkle and Tilson
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TOEBAAS, OSCAR T.—Madison 3, Wis.
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Embry, Johnson, Crowe, Tolbert & Shelton
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Chaffe, McCall, Toler & Phillips
724 Whitney Building

TOMPKINS, OSCAR L.—Dothan, Ala.
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Toothy & Hoffeins
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305 Southland Life Building

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Rogers, Towers & Bailey
508 Consolidated Building

TOWNSEND, MARK, JR.—Jersey City 6, N. J.
Townsend & Doyle
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Lotterhos, Travis & Dunn
1019 Standard Life Building

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Traynor & Traynor
8-9-10-11 Mann Building

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Moore, Tressler & Power
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Hogsett, Trippe, Depping, Houts & James
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Bie, Welsh, Trowbridge and Wilmer
509 Bellin Building

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Semmes, Bowen & Semmes
Baltimore Trust Building
10 Light Street

TUBB, THOMAS JEFFERSON—West Point, Miss.
18 Court Street

TUCKER, JOHN GRAHAM—Beaumont, Texas
Orgain, Bell & Tucker
First Federal Savings Bldg.

TUCKER, R. C.—Kansas City 6, Mo.
Tucker, Murphy, Wilson & Siddons
831 Scarritt Building

TUCKER, WARREN C.—Utica, N. Y.
Tucker & Bisselle
P. O. Drawer 530

TURNER, MARK N.—Buffalo 2, N. Y.
Brown, Kelly, Turner & Symons
440 M. & T. Building

TURPIN, ROBERT M.—Midland, Texas
Whitaker, Turpin, Kerr, Smith & Brooks
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TYLER, MORRIS—New Haven 9, Conn.
Gumbart, Corbin, Tyler & Cooper
205 Church Street

U

UGHETTA, CASPER B.—New York 38, N. Y.
90 John Street

ULRICH, LESLIE R.—Cleveland 14, Ohio
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V

VANALSBURG, DONALD J.—Detroit 26, Mich.
Detroit Automobile Inter-Ins. Exchange
400 United Artists Building

VAN CLEAVE, THOMAS M.—Kansas City 12, Kan.
McAnany, Van Cleave & Phillips
604 Commercial National Bank Building

VANDUZER, ASHLEY M.—Cleveland 13, Ohio
McKeehan, Merrick, Arter & Stewart
Terminal Tower

VAN DYKE, JAMES W.—Paris, Tenn.
Van Dyke & Dunlap
Commercial Bank Building

VAN ORMAN, FRANCIS—Newark 1, N. J.
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Varnum, Riddering, Wierengo & Christenson
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VAUGHAN, VANCE V.—Brentwood, Md.
3910 Rhode Island Ave.

VIERING, RUSSELL W.—Hartford 15, Connecticut
The Phoenix Insurance Company
30 Trinity Street

VISER, MORTIMER—Louisville, Ky.
Davis, Boehl, Viser & Marcus
Kentucky Home Life Building

VOGEL, LESLIE H.—Chicago 3, Ill.
Vogel & Bunge
105 South LaSalle Street

VOGEL, PHILIP B.—Fargo, North Dakota
Wattam, Vogel, Vogel and Bright
20½ Broadway

VOGEL, ROBERT C.—Chicago 3, Ill.
Vogel & Bunge
105 South LaSalle Street

VOGELESANG, GLENN W.—Canton 2, Ohio
Buitt, Carson, Lynch & Vogelgesang
600 First National Bank Building

W

WAECHTER, ARTHUR J., JR.—New Orleans 12, La.
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WAKEFIELD, CLAUDE E.—Seattle 4, Wash.
Bogle, Bogle & Gates
6th Floor, Central Building

WALBURG, HARRY E.—Newark 2, N. J.
Cox and Walburg
Raymond-Commerce Building
11 Commerce Street

WALKER, HENRY B.—Evansville 16, Ind.
Walker & Walker
406 Old National Bank Building

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Walker & Walker
406 Old National Bank Building

WALKER, HOWARD C.—Akron 8, Ohio
Walker, Alpeter, Reed & Diefenbach
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WALKER, WILLIAM M.—Rock Island, Ill.
Connally & Walker
First National Bank Building

WALLER, T. S.—Paducah, Ky.
Waller, Threlkeld & Whitlow
501-06 Citizens Savings Bank Bldg.

WALTER, C. WALLACE—Springfield, Mo.
Mann, Mann, Walter & Powell
810 Landers Building

WALTON, MILLER 32, Fla.
Walton, Hubbard, Schroeder, Lantaff & Atkins
913 Alfred I. Du Pont Building

WALTZ, HAROLD ADDISON—Akron 8, Ohio
Waltz & Olds
912-3-4 Second National Building

WARD, D. L.—New Bern, N. C.
Dunn Building

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WATKINS, THOMAS H.—Jackson 105, Miss.
Watkins & Eager
1001 Standard Life Building

WATKINS, WILLIAM H.—Jackson 105, Miss.
Watkins & Eager
1001 Standard Life Building

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814 Barnett National Bank Building

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Cryan & Way
33 Broad Street

WEBB, D. C.—Knoxville 08, Tenn.
Green, Webb & McCampbell
800 Burwell Building

WEBB, ROBERT L.—Topeka, Kan.
McClure, Webb & Oman
708 National Bank of Topeka Building

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WEBSTER, LUTHER IRA—Rochester 4, N. Y.
Lamb, Webster & Jordan
714 Union Trust Building

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Perkins, Weeks & Hutchins
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Welch, Cooper & Welch
First National Bank Bldg., Box 817

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Maguire, Voorhis & Wells
P. O. Box 633

WELLS, W. CALVIN, III—Jackson 102, Miss.
Wells, Wells, Newman & Thomas
Lamar Life Building

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WHALEY, THOMAS B.—Columbia 7, S. C.
Wise, Whaley & McCutchen
700-1-2 Liberty Life Building

WHALEY, VILAS H.—Racine, Wis.
408-411 Badger Building

WHITAKER, R. A.—Kinston, N. C.
Whitaker & Jeffress
First-Citizens Bank Building
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WHITE, ANDREW J., JR.—Columbus 15, Ohio
Knepper, White & Dempsey
22 West Gay Street

WHITE, HARVEY E.—Norfolk 10, Va.
White, Ryan & Holland
Citizens Bank Building

WHITE, J. OLIN—Nashville 3, Tenn.
Manier, Crouch, Manier & White
216 Union Street

WHITE, JACOB S.—Indianapolis 4, Ind.
White, Raub, Craig & Forrey
1508-13 Merchants National Bank Building

WHITE, LOWELL—Denver 2, Colo.
550 Equitable Building

WHITE, MORRIS E.—Tampa 2, Fla.
Fowler, White, Gillen, Yancey & Humkey
Citizens Building

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Fidelity & Deposit Co. of Maryland
140 William Street

WHITE, THOMAS RAEBURN, JR.—Philadelphia 10, Pa.
White & Williams
1900 Land Title Building

WHITE, W. H.—Gulfport, Miss.
White & White
Abstract Building

WHITEHOUSE, BROOKS—Portland, Maine
Verrill, Dana, Walker, Philbrick & Whitehouse
First National Bank Building

WHITFIELD, ALLEN—Des Moines 9, Iowa
Whitfield, Musgrave, Selvy, Fillmore & Kelly
616 Insurance Exchange Building

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Wicker, Baker & Shuford
501-2 Mutual Building

WICKERSHAM, F. BREWSTER—Harrisburg, Pa.
Metzger & Wickersham
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Keller, Burnett & Wilbert
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WILBOURN, JAMES COX—Meridian, Miss.
Wilbourn & Wilbourn
Citizens National Bank Building

WILBOURN, R. E.—Meridian, Miss.
Wilbourn & Wilbourn
Citizens National Bank Building

WILCOX, MARSHALL E.—Columbus 8, Ohio
General Counsel, State Auto Mutual Ins. Co.
518 East Broad Street

WILES, ARTHUR W.—Columbus 15, Ohio
Wiles & Doucher
Huntington Bank Building

WILEY, JOHN F.—Washington, Pa.
Martiner, Wiley & Martiner
Washington Trust Building

WILLARD, RALPH H.—Boston 9, Mass.
Willard, Petersen, Goodspeed & Cameron
100 Milk Street

WILLIAMS, CLAUDE—Dallas 1, Texas
Robertson, Jackson, Payne, Lancaster & Walker
505 Republic Bank Building

WILLIAMS, HAROLD L.—Medina, Ohio
Public Square

WILLIAMS, IRA J.—Philadelphia 10, Pa.
White, Williams & Scott
1930 Land Title Building

WILLIAMS, LEIGH D.—Norfolk 10, Va.
Williams, Cocke & Tunstall
322 Citizens Bank Building

WILLIAMS, MARVIN, JR.—Birmingham 3, Ala.
Davies & Williams
508-13 Watt Building

WILLIAMS, REGINALD L.—Miami 32, Fla.
Dixon, DeJarnette & Bradford
908 First National Bank Building

WILLIAMS, ROBERT R.—Asheville, N. C.
Williams & Williams
P. O. Box 7295, Court House Station

WILLIAMS, ROBERT R., JR.—Asheville, N. C.
Williams & Williams
P. O. Box 7295, Court House Station

WILLSON, GEORGE C.—St. Louis 2, Mo.
Willson, Cunningham & McClellan
1930 Boatmen's Bank Building

WILMER, G. W. A.—Middletown, Ohio
Savings & Loan Building

WINDOLPH, F. LYMAN—Lancaster, Pa.
121 East King Street

WINKLER, JOHN H.—Columbus 16, Ohio
Farm Bureau Mutual Auto Ins. Co.
246 N. High Street

WINSLOW, FRANCIS E.—Rocky Mount, N. C.
Battle, Winslow, Merrell & Taylor
Box 269

WISE, CHESTER G.—Akron 8, Ohio
Wise, Roetzel, Maxon, Kelly & Andress
1110 First-Central Tower

WISECARVER, R. P.—San Francisco 4, Calif.
315 Montgomery Street

WITHERSPOON, GIBSON B.—Meridian, Miss.
Witherspoon & Bourdeaux
Citizens National Bank Building

WOOD, A. C.—Houston 2, Texas
Wood, Gresham, McCorquodale & Martin
1801 Commerce Building

WOOD, BORDEN—Portland 5, Ore.
King, Wood, Miller & Anderson
926 American Bank Building

WOOD, EDWARD L.—Denver 2, Colo.
Wood & Ris
200 Equitable Building

WOODIN, GLENN W.—Dunkirk, N. Y.
Woodin & Woodin
Lester Building

Woods, M. T.—Sioux Falls, S. D.
Bailey, Voorhees, Woods & Fuller
200 Bailey-Glidden Building

WOODWARD, ERNEST—Louisville 2, Ky.
Woodward, Hobson & Fulton
1805-26 Kentucky Home Life Building

WOODWARD, FIELDEN—Louisville 2, Ky.
Woodward, Hobson & Fulton
1805-26 Kentucky Home Life Building

WOOLSEY, CLARENCE O.—Springfield, Mo.
Allen & Woolsey
Box 1212
S. S. Station

WRIGHT, CLIVE L.—Jamestown, N. Y.
General Counsel
Jamestown Mutual Insurance Co.
Fenton Building

WRIGHT, CLYDE H.—Canton 2, Ohio
Day, Cope, Ketterer, Raley & Wright
1110 First National Bank Building

WRIGHT, EDWARD L.—Little Rock, Ark.
Wright, Harrison, Lindsey & Upton
1025 Pyramid Building, Box 1260

WRIGHT, ISAAC C.—Wilmington, N. C.
Murchison Building, Box 208

WYMAN, LOUIS ELIOT—Manchester, N. H.
Wyman, Starr, Booth, Wadleigh & Langdell
45 Market Street.

Y

YANCEY, BENJAMIN W.—New Orleans 12, La.
Terriberry, Young, Rault & Carroll
Whitney Bank Building

YANCEY, GEORGE W.—Birmingham 3, Ala.
London & Yancey
1007 Massey Building

YANCEY, HERVEY—Tampa 2, Fla.
Fowler, White, Gillen, Yancey & Humkey
1002 Citizens Building

YATES, TOM L.—Chicago 3, Ill.
Seago, Pipin, Bradley and Vetter
135 South LaSalle St.

YEGGE, RONALD V.—Denver 2, Colo.
January & Yegge
604 Equitable Building

YONT, LAURENCE DICKSON—Boston 16, Mass.
Yont & Yont
Park Square Building

YOUNG, CLYDE L.—Bismarck, N. D.
Provident Life Building
Lock Drawer 269

YOUNG, FRANK M.—Birmingham 3, Ala.
Spain, Gillon, Grooms & Young
408 First National Building

YOUNG, RAYMOND G.—Omaha 2, Neb.
Young & Williams
624 Omaha National Bank Building

YOUNG, ROBERT F.—Dayton 2, Ohio
Harshman & Young
1201 Third National Bank Building

Z

ZARLENGO, ALBERT E.—Denver 2, Colo.
McComb & Zarlengo
Suite 1020, First National Bank Building

ZUCKER, SAUL J.—Newark 2, N. J.
Kristeller & Zucker
744 Broad Street

ZURETT, MELVIN H.—Rochester 14, N. Y.
Brown, Zurett & Sullivan
1020 Reynolds Arcade

Geographical Membership List

ALABAMA

Anniston

Merrill, Hugh D., Jr.

Birmingham

Blakey, James C.
Bouldin, Walter
Brown, E. T., Jr.
Cabaniss, Jelks H.
Clark, James E.
Davies, Frank W.
Dunn, Evans
Grooms, Hobart
Jackson, J. Kirkman
Martin, William Logan
Mead, J. S.
Moss, Boyd C.
Mudd, J. P.
Rives, Al G.
Robinson, Memory L.
Sadler, W. H., Jr.
Simpson, James A.
Spain, Frank E.
Williams, Marvin, Jr.
Yancey, George W.
Young, Frank M.

Dothan

Buntin, T. E.
Tompkins, Oscar L.

Gadsden

Dortch, William B.
Lusk, John A., Jr.
Martin, Frank J.

Mobile

Adams, Robert F.
Armbrecht, William H., Jr.

Montgomery

Baker, Sam Rice
Ball, Charles A.
Ball, Fred S., Jr.
Crenshaw, Files
Crenshaw, Jack
Garrett, James W.
Meader, Henry C.

Opelika

Denson, N. D.

Selma

Pitts, William McLean
Stewart, Edgar A.

Tuscaloosa

Jones, DeVane King
Madison, J. G.

ARIZONA

Phoenix

Linton, Walter
McKesson, Theodore G.
Robinette, Ivan

Tucson

Robertson, Lawrence V.

ARKANSAS

Blytheville

Reid, Max B.

Fort Smith

Pryor, Thomas Brady, Jr.

Jonesboro

Barrett, Joe C.

Little Rock

Barber, A. L.
Henry, E. A.
Owens, Grover T.
Wright, Edward L.

Marianna

Daggett, C. E.

Russellville

Smallwood, John M.

CALIFORNIA

Bakersfield

Petrini, James

Long Beach

Ball, Joseph A.

Los Angeles

Anderson, Newton E.
Bauder, Reginald I.
Belcher, Frank B.
Betts, Forrest Arthur
Bialock, James T.
Catlin, Frank D.
Crider, Joe, Jr.
Day, Albert W.
Dunn, Gerold C.
Duque, Henry
Early, Robert E.
Ely, Walter
Gallagher, Lasher Barrington
Gould, Charles P.
Hughes, James W.
Jarrett, Joseph W.
Kearney, J. L.
Kirtland, Richard L.
McConnell, F. Britton
Moss, Sidney L.
Reed, Fred O.
Rotchford, Hugh B.

Runkle, Clarence B.
 Sampson, Richard Hunt
 Schell, Walter O.
 Sheppard, James C.
 Snow, Gordon H.
 Spray, Joseph A.
 Sterry, Philip C.
 Tilson, Elmer H.

Oakland

Crosby, Carlisle C.
 Heafey, Edwin A.

San Diego

Driscoll, John Gerald, Jr.

San Francisco

Barfield, Charles V.
 Bronson, E. D.
 Caldwell, Lester M.
 Cooley, Arthur E.
 Creede, Frank J.
 Dana, Paul C.
 Dinkelspiel, Martin J.
 Levit, Bert W.
 Park, Arthur A.
 Sedgwick, Wallace E.
 Wisecarver, R. P.

Ventura

Henderson, Edward

CANADA**Calgary, Alberta**

Fenerty, Robert Lloyd Doull

Edmonton, Alberta

Grant, Charles H., K. C.
 Steer, George H.

London, Ontario

Mitchell, George L., K. C.

Montreal

Brais, F. Philippe, K. C.
 Lacoste, Roger, K. C.

Quebec City

Boutin, J. Pierre

Toronto, Ontario

Agar, Thomas J., K. C.
 Davidson, W. C., K. C.
 Phelan, Thomas N.

Vancouver, B. C.

DuMoulin, L. St. M.
 Guild, Charles Kelly

Winnipeg, Manitoba

Aikins, G. H., K. C.
 Guy, Robert D.

COLORADO**Denver**

Bannister, L. Ward

Barry, Hamlet J., Jr.
 Berman, H.
 Coit, Darwin D.
 Harrington, Mark H.
 January, Samuel M.
 Laws, Arthur H.
 Long, Lawrence A.
 McComb, Edgar
 Nordmark, Godfrey
 White, Lowell
 Wood, Edward L.
 Yegge, Ronald V.
 Zarlengo, Albert E.

Pueblo

Bumgardner, H. Myers
 Burris, William T.

CONNECTICUT**Bridgeport**

Shapiro, Joseph G.

Hartford

Berry, Joseph F.
 Cox, Berkeley
 Deegan, James F.
 Denne, R. Gregory
 Dew, W. Braxton
 Don Carlos, Harlan S.
 Downs, Walter W.
 Dully, Frank E.
 Faude, John P.
 Graham, John C.
 Hall, Robert E.
 Heard, Manning W.
 Jainsen, Wilson C.
 LeRoy, Farrel J.
 Nixon, David S.
 Pelgrift, DeLancey
 Taylor, Edward I.
 Viering, Russell W.

New Haven

Tyler, Morris
 Watrous, Charles A.

Norwich

James, Charles V.

Waterbury

Upson, J. Warren

CUBA**Havana**

Romanach, Dr. Guillermo Diaz

DELAWARE**Wilmington**

Bennethum, William H.
 Klaw, Abel
 Morford, James R.
 Prickett, William

DISTRICT OF COLUMBIA

Washington

Arth, Charles W.
 Clifford, Clark M.
 Frost, Norman B.
 Galihier, Richard W.
 Gallagher, Bernard J.
 Heron, Alexander M.
 Jones, Edmund L.
 McInerney, Wilbert
 Mercier, Lucien H.
 Nigh, Warren
 Pledger, Charles E., Jr.

FLORIDA

Daytona Beach

Green, Alfred A.

Fort Lauderdale

O'Bryan, William M.
 Patterson, J. B.

Fort Myers

Franklin, J. A.
 Holt, Parker

Fort Pierce

Liddon, Walker
 Parker, Otis Robert, Jr.

Gainesville

Clayton, E. A.
 Lazonby, J. Lance

Jacksonville

Conroy, Francis P.
 Gray, Harry T.
 Howell, Charles Cook, Jr.
 Markham, J. Henson
 Marks, Sam R.
 Mathews, John Elie
 May, Phillips
 Milam, Arthur Y.
 Osborne, H. P.
 Towers, C. D.
 Watts, Olin E.

Miami

Anderson, Robert H.
 Atkins, C. Clyde
 Blackwell, T. J.
 Bradford, A. Lee
 Brown, C. L.
 Dean, Goble D.
 DeJarnette, H. Reid
 Dixon, James A.
 Dyer, David W.
 Fleming, Edward E.
 Humkey, Walter
 Julian, Leo S.
 Knight, Dewey
 Lantaff, William C.
 Mershon, M. L.
 Morehead, Charles A.
 Sawyer, Herbert S.
 Scott, Paul R.
 Walton, Miller
 Williams, Reginald L.

Miami Beach
 Pearce, Theodore S.

Ocala

Ferguson, D. Niel

Orlando

Gurney, J. Thomas
 Maguire, Raymer F.
 Wells, Maxwell W.

Pensacola

Beggs, E. Dixie
 Fisher, William
 Fisher, William, Jr.
 Lane, Bert H.

St. Petersburg

Askev, Erie B.
 Barton, Robert M.

Sanford

Moore, John W. D.

Tallahassee

O'Kelley, A. Frank

Tampa

Allison, John M.
 Ferguson, Chester H.
 Fowler, Cody
 Gillen, William A.
 Hansbrough, J. Herndon
 Kelly, T. Paine, Jr.
 Reeves, G. L.
 Shackleford, R. W.
 Shannon, George T.
 White, Morris E.
 Yancey, Hervey

Vero Beach

Merriman, L. M.

West Palm Beach

Earnest, Robert L.
 Lewis, R. K.
 Smith, Culver

GEORGIA

Athens

Nix, Abit

Atlanta

Baird, W. Neal
 Barwick, M. Cook
 Cody, Welborn B.
 Frazer, James N.
 Gambrell, E. Smythe
 Greene, Harry L.
 Long, T. J.
 Marshall, Rembert
 Matthews, Douglas W.
 McClatchey, Devereaux F.
 Nall, A. Walton
 Neely, Edgar A.
 Powell, Arthur G.
 Rankin, James King
 Ringel, Herbert A.
 Slaton, John M.
 Smith, Alexander W.

Augusta
 Fulcher, Edwin Dent
 Heffernan, Henry J.
 Hull, James M.

Columbus
 Foley, Frank D.

Macon
 Anderson, R. Lanier, Jr.
 Jones, C. Baxter
 Popper, Joseph W.

Rome
 Owens, Dean

Valdosta
 Odum, John B.

Waycross
 Barnes, Mack

HAWAII

Honolulu
 Beebe, Eugene H.

IDAHO

Boise
 Eberle, J. Louis
 Moffatt, Willis C.
 Smith, E. B.

Twin Falls
 Parry, R. P.

ILLINOIS

Aurora
 Sears, Barnabas

Bloomington
 Barry, Edward, Jr.
 Coleman, Fletcher B.
 Rust, Adlai H.

Champaign
 Dobbins, R. F.

Chicago
 Anderson, Dorman C.
 Arrington, W. Russell
 Beck, N. L.
 Bloom, Herbert L.
 Braun, Joseph H.
 Breen, John M.
 Brook, Herbert C.
 Brown, Garfield W.
 Bunge, George C.
 Chalmers, William W.
 Clausen, Donald N.
 Conklin, Clarence R.
 Cunningham, Fred D.
 Dammann, J. Francis
 Doten, Roger D.
 Fiedler, George
 French, Glendon E.

Gorton, Victor C.
 Hamilton, John S., Jr.
 Hampton, John P.
 Hanson, Fred B.
 Hawkins, Kenneth B.

Heineke, Paul H.
 Henry, John A.
 Hinshaw, Joseph
 Kadyk, David J.
 Keller, Paul E.
 Kennedy, Hayes

Kitch, John R.
 Klohr, Philip C.
 Levin, Samuel
 Lloyd, L. Duncan
 Locke, L. J.
 Lord, John S.
 Luce, Robert T.
 Matthias, Russell H.
 McNamara, William F.

Merley, K. L.
 Merrick, Hubert C.
 Moore, Robert M.
 Moser, Henry S.
 Mulvihill, Alfred F.
 Munson, Lester
 Naujoks, Herbert H.
 Neal, Robert R.

O'Brien, Matthew J.
 Peterson, Abe R.
 Price, Paul E.
 Roche, Donald M.
 Roemer, Erwin W.
 Rowe, Royce G.
 Rutherford, W. Harold
 Schroeder, Edward H.
 Short, Charles F., Jr.
 Smith, Chase M.
 Smith, William P.

Thuma, Michael J.
 Tressler, David L.
 Vogel, Leslie H.
 Vogel, Robert C.
 Watkins, Ferre C.
 Weichelt, George M.
 Yates, Tom L.

East St. Louis
 Baker, Harold G.
 Driemeyer, Henry
 Lesemann, Ralph F.

Evanston
 Sears, Burton P.

Freeport
 Burrell, David M.

Mattoon
 Kelly, Fred H.

Peoria
 Barnes, George Z.
 Heyl, Clarence W.
 Hunter, Jay T.
 McLaughlin, Eugene D.
 Royster, John H.

Rockford
 Knight, William D.

Complete addresses will be found in alphabetical list of members.

Rock Island
 Sinnett, Thomas P.
 Walker, William M.

Springfield
 Gillespie, Louis F.
 Hodges, Earl S.
 Schlipf, Albert C.

Taylorville
 Bliss, Charles E.
 Hershey, Harry B.

Waukegan
 Snyder, Gerald C.

INDIANA

Columbia City
 Gates, Benton Earl

Evansville
 Bamberger, Frederick P.
 Walker, Henry B.
 Walker, Henry B., Jr.

Fort Wayne
 Aiken, Arthur L.
 Baird, R. F.
 Reed, Clyde

Hammond
 Bomberger, Charles G.
 Tinkham, Richard P.

Indianapolis
 Armstrong, Vayne M.
 Boyd, Emerson
 Cooper, Harry P., Jr.
 Locke, Theodore L.
 Merrell, C. F.
 Raub, Edward B., Jr.
 Reynolds, Hugh E.
 Rocap, James E.
 White, Jacob S.

Marion
 Campbell, John O.

Muncie
 Clark, Ray W.

New Albany
 Orbison, Telford B.

Rockville
 McFaddin, John M.

Rushville
 Kiplinger, John H.

South Bend
 Doran, M. Edward
 Farabaugh, Gallitzen A.

Terre Haute
 Dix, Floyd E.
 Dudley, Eaton J.

Vincennes
 Emison, Ewing

IOWA

Burlington
 Riepe, Carl C.

Cedar Rapids
 Dutton, W. L.
 Randall, John D.
 Sargent, A. H.
 Shuttleworth, V. C.

Des Moines
 Ahlers, Paul F.
 Collflesh, R. W.
 Cooney, James Evans
 Fillmore, F. S.
 Fowler, Rex H.
 Guthrie, Thomas J.
 Hynes, John F.
 Miller, Alex M.
 Miller, Oliver H.
 Musgrave, Edgar
 Putnam, Clyde C., Jr.
 Whitfield, Allen

Dubuque
 Kenline, H. C.

Mason City
 Breese, Garfield E.
 Burlington, Don W.

Sheldon
 Murray, George C.

Shenandoah
 Keenan, Thomas W.

Sioux City
 Harper, H. C.
 Shull, Deloss P.

Waterloo
 Beers, Glenn B.
 Reed, H. M.
 Swisher, B. F.

KANSAS

Concordia
 Hunt, Charles L.

Fort Scott
 Hudson, Douglas

Kansas City
 Boddington, Edward M.
 Gates, Lewis R.
 Stanley, Arthur J., Jr.
 Van Cleave, Thomas M.

Paola
Sheridan, Bernard L.

Pittsburg
Burnett, C. A.
Keller, A. B.
Nulton, P. E.
Wilbert, Paul L.

Topeka
Baker, G. Clay
Brewster, George M.
Colmery, Harry W
Goodell, Lester M.
Meyers, Allen
Oman, Ralph
Snattinger, Irwin
Webb, Robert L.

Wichita
Kahrs, William A.
Patterson, J. B.
Weigand, Lawrence

KENTUCKY

Ashland
Dysard, W. H.
Levi, Clyde R.

Bowling Green
Bell, Charles R.

Elizabethtown
Layman, J. R.

Frankfort
Morris, Leslie W.

Glasgow
Redford, Carroll M.
Richardson, John E.

Hartford
Catinna, Walter L.

Lexington
Thompson, Grover C.

Louisville
Boehl, Herbert F.
Curtis, L. R.
Dawson, Charles I.
Hobson, Robert P.
Morris, Charles W.
Viser, Mortimer
Woodward, Ernest
Woodward, Fielden

Owensboro
Anderson, E. B.
Bartlett, Clarence
McCarroll, Clarence

Paducah
Waller, T. S.

Pikeville
Hobson, J. P., Jr.

LOUISIANA

Alexandria
Ginsberg, George J.
Gist, Howard B.
Pitts, J. L.

Bastrop
Madison, George T.

Baton Rouge
Brooks, L. W.
Hardin, Calvin Evans, Jr.

Lake Charles
Anderson, Richard A.
King, Alvin O.
Plauche, S. W., Sr.
Plauche, S. W., Jr.
Stockwell, Oliver P.

Monroe
Brown, Clyde R.
Davis, Ronald L.
Gunby, George
Lamkin, E. T.

New Orleans
Adams, St. Clair, Jr.
Beard, Leslie P.
Bienvenu, P. A.
Blue, George R.
Burke, Gibbons
Christovich, Alvin R.
Curtis, Henry B.
Dreux, William B.
Foster, John C.
Hammett, H. L.
Johnson, F. Carter, Jr.
Jones, Joseph Merrick
Kammer, Alfred Charles
Kearney, William J., Jr.
Kerrigan, R. Emmett
Levy, Leonard B.
Marks, Sumter D.
McCall, Harry
McClendon, William H., Jr.
Montgomery, Richard B., Jr.
Normann, Frank S.
Porteous, William A., Jr.
Sessions, Cicero
Stiles, Harry Farrar, Jr.
Toler, John L.
Waechter, Arthur J., Jr.
Yancey, Benjamin W.

Shreveport
Browne, Percy N.
Mayer, Charles L.

MAINE

Bangor
Mitchell, James E.

Portland
Berman, Jacob H.
Mahoney, William B.
Richardson, Forrest E.
Whitehouse, Brooks

Skowhegan
Merrill, William Folsom

Waterville
Weeks, Thomas N.

MARYLAND

Baltimore
Albert, Milton A.
Cathcart, E. Kemp
Combs, Hugh D.
Denmead, Garner W.
Galloway, J. Stuart
Hartman, Charles C.
Higinbotham, Paul M.
Jackson, John H.
Kerr, Nelson R.
Lilly, A. J.
Littleton, Oliver W.
Miller, H. Ellsworth
Murray, Clapham, Jr.
McCahan, Elmer B., Jr.
McFall, John M.
Nickerson, Palmer R.
Rollins, H. Beale
Schisler, J. Harry
Smith, Clater W.
Thomsen, Roszel C.
Tschudi, Harold
Weech, C. Sewell

Bel Air
McComas, Charles H.

Brentwood
Vaughan, Vance V.

MASSACHUSETTS

Boston
Allen, James P., Jr.
Bickford, Arthur F.
Bolster, Charles Stephen
Clemon, Eugene M.
Cook, Robert A. B.
Elliott, Robert Raymond
Gleason, Gay
Hemry, Leslie P.
Kearsley, Herbert J.
Marryott, Franklin J.
Moeller, Frederick A.
Powers, Leland
St. Clair, Ashley
Way, Alexander B., Jr.
Willard, Ralph H.
Yont, Laurence Dickson

Brockton
Carlson, Alphon N.

Lynn
Foynes, Thomas N.

Springfield
Gordon, Gurdon W.

Handy, John F.
Long, Rowland H.

Worcester
Howard, Frank
Proctor, Charles W.
Ryan, Frank P.

MICHIGAN

Ann Arbor
Burke, Louis E.

Battle Creek
Buntin, Wiley E.

Bay City
Brooker, James K.

Benton Harbor
Hammond, J. Tedford
Robinson, Thomas N.

Detroit
Alexander, E. Dean
BeGole, Ari M.
Buchanan, G. Cameron
Buchanan, William D.
Carey, L. J.
Cary, George H.
Cooper, George J.
Coulter, Clark C.
Crawford, Milo H.
Davidson, Carl F.
Dodd, Lester P.
Eggenberger, William J.
Jamieson, Robert G.
Johnson, Harold A.
Jones, William J.
Kaess, Frederick W.
Lacey, Ralph B.
Lacey, Robert B.
Laymon, Paul E.
Mansfield, Walter A.
Plunkett, Robert E.
Scroggie, Lee J.
Temple, John Jay
Toohy, Clifford M.
VanAlsburg, Donald J.
Wardle, Frederick C.
Wickham, William A.

Escanaba
McGinn, Denis

Grand Rapids
Allaben, F. Roland
Cholette, Paul E.
Varnum, Laurent Kimball

Kalamazoo
Dalm, Jacob A.
Jackson, H. Clair
Nims, David E., Jr.

Lansing
Hart, Raymond Boyd
Jennings, Clayton F.

Masters, Richard C.	Greenwood
Searl, William C.	Odom, H. Talbot
Muskegon	Gulfport
Rogoski, Alexis J.	White, W. H.
Saginaw	Hattiesburg
Crane, William E.	Heidelberg, R. W.
Heilman, Ferdinand D.	Roberts, M. M.
MINNESOTA	
Albert Lea	Hazelhurst
Knudson, Bennett O.	Henley, William S.
Duluth	Jackson
Atmore, George W.	Burns, Robert
Palmer, Ray G.	Dunn, Vardaman S.
Reavill, R. B.	Eager, Pat H., Jr.
Mankato	Hendrick, Leon F.
Sheran, Robert J.	Jones, L. Barrett
Minneapolis	Lipscomb, Hubert S.
Brenner, Hugh L.	O'Mara, Junior
Carroll, Harold J.	Shands, Dugas
Craig, Willard L.	Snow, C. B.
Durham, F. H.	Stevens, J. Morgan
Freeman, William H.	Thomas, Earl Tilman
Geer, Arthur B.	Travis, Cecil F.
Guesmer, Arnold L.	Watkins, Thomas H.
Mahoney, Geoffrey P.	Watkins, William H.
Meagher, I. E.	Wells, W. Calvin, III
McGough, Paul J.	
Noonan, Charles F.	
Rich, Ernest A.	
Robb, M. S.	
Scallen, Raymond A.	
Swanson, Alvin W.	
Warner, C. E.	
Owatonna	Laurel
Hamilton, J. B., Jr.	Welch, W. S.
Rochester	Meridian
O'Brien, F. J.	Covington, J. A., Jr.
Schacht, William C.	Gillespie, Robert G.
St. Cloud	Snow, Edward L.
Quinlivan, Ray J.	Wilbourn, James Cox
St. Paul	Wilbourn, R. E.
Benson, Palmer	Witherspoon, Gibson B.
Cummins, Ray E.	
Groetzinger, Walker	
Kelley, James E.	
King, William E.	
Miley, Mortimer B.	
O'Hearn, John V.	
Priest, Myrl F.	
Sexton, John J.	
MISSISSIPPI	
Aberdeen	MISSOURI
Holmes, George Maynard	Cape Girardeau
Clarksdale	Oliver, Allen
Brewer, Edward C.	Hannibal
	Carstarphen, Harry
	Jefferson City
	Blair, James T., Jr.
	Joplin
	Bond, Ray
	Scott, John W.
	Seiler, Robert E.

Kansas City

Ahlvin, Robert E.
 Bellemere, Fred
 Buck, Henry W.
 Curran, Ray W.
 Eager, Henry I.
 Field, Lyman
 Garrity, Stanley
 Gordon, George L.
 Hoffstot, W. H., Jr.
 Kelley, Thomas D.
 Knipmeyer, Lowell I.
 Knowles, William F.
 Koontz, Paul G.
 Lantz, Marshall P.
 Linde, Clyde J.
 Michaels, William C.
 Morse, Rupert G.
 Murphy, John
 Parker, Leo B.
 Plummer, Albert L.
 Rhodes, Frederick Atlas
 Robertson, J. B.
 Sanders, Lewis W.
 Shughart, Henry M.
 Smithson, Spurgeon L.
 Sprinkle, Paul C.
 Stewart, Joseph R.
 Stubbs, Tom J.
 Sweet, William P.
 Trippe, Alvin C.
 Tucker, R. C.
 Warner, C. F.

Kennett

Dalton, John M.

Mexico

Edwards, Frank B
 Fry, W. Wallace

Nevada

Ewing, Boyd
 Ewing, Lynn M.

Poplar Bluff

Hyde, Robert C.

St. Joseph

Brown, Robert A., Jr.
 Douglas, Richard L.
 Garvey, Joseph M.

St. Louis

Barnard, Herbert E.
 Ely, Wayne
 Gantner, George
 Hecker, Harold F.
 Heneghan, George E.
 Hocker, Lon, Jr.
 Kenney, Francis L., Jr.
 Leahy, John S., Jr.
 Lucas, Wilder
 Marsalek, George Woodruff
 Mayne, Walter R.
 McHaney, Powell B.
 Moser, W. Edwin
 Nangle, John J.
 Reagan, Franklin E.
 Schwartz, Wilbur C.
 Willson, George C.

Springfield

Freeman, Flavius B.
 Mann, Frank C.
 Miller, J. Weston
 Powell, Jack A.
 Stone, Aytchmonde P., Jr.
 Walter, C. Wallace
 Woolsey, Clarence O.

Trenton

Pickett, Russell N.

MONTANA**Billings**

Jameson, W. J.

Butte

Corette, Robert D.

Glendive

Hildebrand, Raymond

Great Falls

Hoffman, H. B.

Missoula

Boone, W. T.

NEBRASKA**Benkelman**

Hines, Leon L.

Chadron

Crites, E. D.

Falls City

Chaney, Paul P.

Hastings

Conway, James D.
 Stiner, L. R.

Lincoln

Aitken, Philip M.
 Baylor, F. B.
 Cline, Earl
 Doyle, Lewis R.
 Fraizer, C. C.
 Healey, George
 Stewart, Don W.
 Stewart, John W.

Norfolk

Deutsch, Frederick M.

North Platte

Clarke, Rush C.

Omaha

Barton, John L.
 Crossman, Raymond M.
 DeLacy, G. L.
 Farber, John A.

Fraser, Robert G.
 Fraser, William C.
 Gross, Daniel J.
 Horan, Philip E.
 Kuhns, Barton H.
 LeClair, Howard J.
 May, Albert E.
 Neely, Robert D.
 Rosewater, Stanley M.
 Skutt, V. J.
 Young, Raymond G.

 York
 Dougherty, John E.

Toms River
 Lederer, Robert A.

NEW MEXICO

Albuquerque
 Rodey, Pearce Coddington

 Roswell
 Frazier, Lake Jenkins

 Santa Fe
 Gilbert, Carl H.

NEVADA

Reno
 McLaughlin, John T.

NEW YORK

Dover
 Burns, Stanley M.

 Manchester
 Devine, Maurice F.
 Wyman, Louis Eliot

Albany
 Gallagher, Donald
 Pirnie, Nelson R.
 Sullivan, Bruce R.
 Sullivan, Charles B.

Amsterdam
 Salmon, Carl S.

Bay Shore
 Hargrave, Herbert W. J.

 Binghamton
 Ingalls, George L.
 Kramer, Donald W.
 Night, William E.

Brooklyn
 O'Brien, Joseph F.

Buffalo
 Adams, Harold J.
 Baier, Milton L.
 Barth, Philip C.
 Brown, Edmund S.
 Brown, Franklin R.
 Hassett, Paul M.
 Hassett, William D.
 Moule, Reid S.
 Schultz, Peter A.
 Starrett, Howard H.
 Symons, Noel S.
 Thomas, Ulysses S.
 Turner, Mark N.

Dunkirk
 Woodin, Glenn W.

Elmira
 Harpending, A. H.

Geneva
 Ryan, James M.

Jamestown
 Fletcher, William H., Jr.
 Wright, Clive L.

New York City
 Beha, James J.
 Blanchet, George Arthur
 Brown, George H.
 Butler, A. Prentiss
 Butler, Charles P.
 Canty, Frank J.

Mt. Holly
 Parker, Harold T.

 Newark
 Coulst, Joseph
 Cox, William H. D.
 Foley, Gerald T.
 Kristeller, Lionel P.
 Smith, Sylvester C., Jr.
 Stickel, Fred G., Jr.
 Van Orman, Francis
 Walburg, Harry E.
 Zucker, Saul J.

 Paterson
 Evans, William W.

Caverly, Raymond N.
 Cox, L. C.
 Curran, Robert Emmett
 Curtin, Thomas P.
 Delaney, William F., Jr.
 Dimond, Herbert F.
 Dodson, Torrey DeWitt
 Donovan, James B.
 Dykes, J. Ralph
 Evans, Walter G.
 Fields, Ernest W.
 Finnegan, Thomas J.
 Fluty, Holly W.
 Flynn, Fred T.
 Fredericks, Alanson Roswell
 Freeman, Mahlon A.
 Garfield, Frederick M.
 Gay, Russell C.
 Haberman, Phillip W., Jr.
 Hamilton, Robert B.
 Hannah, Richards Wesley
 Hayum, Arthur H.
 Healy, T. J.
 Hetzler, Theodore E., Jr.
 Hyman, William A.
 Kissam, Leo T.
 Kottgen, Hector
 Lowther, W. E.
 Malley, John J.
 Martin, William Francis
 Maurice, Stewart
 Mendes, William B.
 Moses, Henry C.
 Muller, Arthur C., Jr.
 Murphy, Ray
 McCormick, Robert M.
 McElraevy, John, Jr.
 McGuirk, James J., Jr.
 McKennett, Fred A.
 McLoughlin, James J.
 Nash, J. Newton
 Nichols, Henry W.
 Niehaus, John M.
 O'Malley, Thomas J.
 Orr, Alexander, Jr.
 Orr, George Wells
 Rees, Fred H.
 Rudolph, Harold W.
 Scully, Raymond J.
 Shreff, Jay
 Shumate, William L.
 Ten Eyck, Barent
 Topping, Price H.
 Ughetta, Casper B.
 Van Orman, Wayne
 Wagner, Richard C.
 Watters, Thomas, Jr.
 Werner, Victor D.
 Wesley, George B.
 White, Thomas E.

Niagara Falls
 Runals, Clarence R.

Norwich
 Lee, David F.

Oneida
 Kiley, William D.

Rochester
 Block, Wilton A.
 Burns, George
 Fix, Meyer
 Green, Charles W.
 Webster, Luther Ira
 Zurett, Melvin H.

Rome
 O'Hara, James M.

Schenectady
 Salmon, Del B.

Suffern
 Teale, Alton W.

Syracuse
 Bond, George H., Jr.
 Brown, Oscar J.
 Farnham, John H.
 Fitz Patrick, William F.
 Hughes, John H.
 Mangin, William B.
 Mawhinney, Donald M.
 Murphy, Joseph B.
 Murphy, Joseph Hawley
 O'Connor, James H.
 Ryan, Lewis C.
 Stratton, Hubert C.
 Sullivan, George S.

Utica
 Bisselle, Morgan F.
 Burns, Edward J., Jr.
 Craugh, Joseph P.
 Hubbard, Moses G., Jr.
 Kernan, Warnick J.
 Monahan, Albert J.
 O'Hara, James M.
 Ryan, Frank J.
 Tucker, Warren C.

White Plains
 Dempsey, James
 King, Oliver K.

NORTH CAROLINA

Asheville
 Bernard, Silas G.
 Hartshorn, Edwin S.
 Horner, J. M., Jr.
 Jordan, John Y., Jr.
 Uzzell, T. A., Jr.
 Williams, Robert R.
 Williams, Robert R., Jr.

Burlington
 Cooper, Thomas D.

Charlotte
 Campbell, Hugh B.
 Gover, C. Hundley
 Kennedy, Frank H.

Durham
 Haywood, Egbert L.

Elizabeth City
LeRoy, J. Henry

Fayetteville
Anderson, Henry London

Greensboro
Jordan, Welch
Moore, Beverly C.
McLendon, L. P.
Sapp, Armistead W.
Smith, Julius C.

Greenville
James, J. B.

Henderson
Kittrell, R. G.
Perry, Bennett H.

High Point
Haworth, Horace S.

Kinston
Whitaker, R. A.

Lumberton
Johnson, E. M.
McLean, Dickson

Madison
Brown, Junius C.

New Bern
Ward, D. L.

Raleigh
Anderson, John H., Jr.
Dupree, Franklin T., Jr.
Fletcher, A. J.
Ruark, Robert
Smith, Willis

Reidsville
Brown, Junius C.

Rockingham
Bynum, Fred W., Sr.

Rocky Mount
Winslow, Francis E.

Washington
Rodman, John C.

Wilmington
Campbell, William B.
James, Murray G.
Wright, Isaac C.

Winston-Salem
Hutchins, Fred S.
Ingle, John J.

NORTH DAKOTA

Bismarck
Cox, Gordon V.
Young, Clyde L.

Devils Lake
Traynor, Mack V.

Fargo
Nilles, Herbert G.
Vogel, Philip B.

Grand Forks
Bangs, Philip R.

OHIO

Akron
Alpeter, James E.
Buckingham, Lisle M.
Guinther, Robert
Kelly, William A.
Olds, James
Roderick, George T.
Walker, Howard C.
Waltz, Harold Addison
Wise, Chester G.

Ashland
Gongwer, G. P.

Ashtabula
Shaylor, Clyde L.
Warren, Theodore E.

Bellaire
Matz, Edmund L.

Canton
Burt, Russell J.
Cope, Kenneth B.
Ketterer, John G.
Raley, Donald W.
Vogelgesang, Glenn W.
Wright, Clyde H.

Cincinnati
Clark, Howard B.
Hightower, H. G.
Marble, Harry E.
Schneider, Philip J.
Shaffer, Herbert
Shohl, Walter M.

Cleveland
Butler, James A.
Cull, Frank X.
Diehm, Ellis Raymond
Horn, Clinton M.
Jamison, Robert H.
Kistner, John R.
Lipscomb, Thomas E.
McNeal, Harley J.
Reed, Peter
Reynolds, Sheldon S.
Roberts, H. Melvin
Sellers, Charles W.
Thomas, Adelbert W.
Ulrich, Leslie R.
VanDuzer, Ashley M.
Weh, Robert M.
Weston, S. Burns

Columbus
Bennett, Hugh M.
Dempsey, Peter E.
Doucher, Thomas A.

Fais, Gervais W.
 Ford, Byron Edward
 Foster, John E.
 Frater, George E.
 Hensel, Eugene L.
 Huggard, Richard
 Knepper, William E.
 Lane, Collis Gundy
 Leftwich, Charles W.
 McNamara, J. Paul
 Miller, Dale F.
 Parcher, Frederic C.
 Reeder, Herman W.
 Sebastian, Arthur M.
 Thornbury, P. L.
 White, Andrew J., Jr.
 Wilcox, Marshall E.
 Wiles, Arthur W.
 Winkler, John H.

Coshocton
 Burns, Lawrence, Jr.
 Pomerene, Warner M.

Dayton
 Altick, Hugh H.
 Curtner, Clifford R.
 Ebeling, Philip C.
 Pickrel, William G.
 Smith, P. Eugene
 Young, Robert F.

Elyria
 Rice, Robert H.

Gallipolis
 Cherrington, Henry W.

Greenville
 Marchal, Vernon L.

Hamilton
 Andrews, John D.

Lancaster
 Martin, George D.

Leroy
 Beach, Charles Gordon
 Curtis, Charles E.
 Moul, Charles E.

Lima
 Cable, C. M.

Mansfield
 Gongwer, J. H.

Marietta
 Noll, Robert M.

Marysville
 Hoopes, C. A.

Medina
 Weber, John A.
 Williams, Harold L.

Middletown
 Wilmer, G. W. A.

New Philadelphia
 Fisher, Cletus A.

Portsmouth
 Fitch, Chester P.

Ravenna
 Filatral, V. W.
 Jones, Edwin W.

Sandusky
 Flynn, James F.
 Py, John R.

Shelby
 Anderson, James Alonzo
 Belsan, Charles

Steubenville
 Allebaugh, Carl F.
 Francis, Marshall H.
 Irvine, John E.

Toledo
 Boxell, Earl F.
 Cobourn, Frank M.
 Cole, Charles J.
 Finn, William A.
 Fuller, Fred E.
 Notnagel, Leland H.
 Smith, Roger H.
 Stecher, Joseph D.
 Stichter, Wayne E.
 Warner, Milo J.

Troy
 Shipman, F. L.

Van Wert
 Landis, Milford L.

Warren
 Kightlinger, Paul E.

Xenia
 Finney, J. A.

Youngstown
 Emery, Norman A.
 George, Hermon N.
 Haynes, David C.
 Pfau, William E.
 Stephens, Oscar A.

OKLAHOMA

Alva
 Spellman, Fred B. H.

McAlester
 Arnote, Walter J.

Oklahoma City
 Bowman, Byrne A.
 Brown, Mart
 Bulla, Merton N.
 Butler, John F.
 Cheek, Alex

Cheek, James C.	Chambersburg
Crowe, V. P.	Strite, Edwin D.
Dudley, J. B.	
Duvall, Duke	
Fellers, James D.	
Howell, Edward	
Johnson, Russell V.	
May, Ralph J.	
Mock, Fred M.	
Monnet, Claude	
Owens, Hugh F.	
Pierce, Clayton B.	
Pierson, Welcome D.	
Ross, James H.	
Savage, Leonard H.	
Tolbert, Raymond A.	
Okmulgee	Harrisburg
Cochran, A. D.	Bailey, William S.
Shawnee	Feinour, John G.
Abernathy, George C.	Storey, Douglass D.
Abernathy, Kenneth	Wickersham, F. Brewster
Tulsa	
Davis, Parke	
Hudson, R. D.	
Klein, Gerald B.	
Rhodes, Chris L.	
Rucker, Truman B.	
Smith, H. L.	
Wewoka	Johnstown
Epton, Hicks	Spence, George M.
OREGON	
Medford	Lancaster
Dames, Robert D.	Windolph, F. Lyman
Portland	
Mautz, Robert T.	
Wood, Borden	
Salem	Norristown
Spaulding, Bruce	McTigue, Desmond J.
PANAMA CANAL ZONE	
Ancon	Philadelphia
Ramirez, Charles E.	Beechwood, George Eugene
PENNSYLVANIA	Burke, Patrick F.
Allentown	Campbell, William T.
Haas, Robert E.	Conwell, Joseph S.
Snyder, Henry L.	Cushman, Edward H.
Bradford	Daniel, Todd
Gallup, William D.	Detweiler, George H.
Nash, Francis M.	Foley, Michael A.
Butler	Henderson, Joseph W.
Brandon, J. Campbell	Klaw, Abel
Brandon, W. D.	Koch, Roscoe R.
Henninger, Zeno F.	Korsan, Peter J.
	LaBrum, J. Harry
	Loesche, William H., Jr.
	Martin, John B.
	Mason, William Clarke
	Maxwell, David F.
	Mount, Thomas F.
	Mungall, Daniel
	Peace, William H.
	Redeker, Harry S.
	Swartz, C. Donald
	White, Thomas Raeburn, Jr.
	Williams, Ira Jewell
	Pittsburgh
	Chilcote, Sanford Marshall
	Dalzell, R. D.
	Dickie, J. Roy
	Jennings, Dale C.
	Jones, Thomas Lewis
	McCamey, Harold E.
	McConnell, D. H.
	Miller, John L.
	Newman, Daniel S.
	Pringle, Samuel W.
	Reif, Ernest C.

Complete addresses will be found in alphabetical list of members.

Reading
Body, Ralph C.
Stoudt, James W.

Scranton
Harris, Walter W.

Sharon
Cusick, Martin E.

Sunbury
Klein, Richard Henry
Knight, Harry S.

Washington
Marriner, Rufus S.
Wiley, John F.

West Chester
MacElree, J. Paul

RHODE ISLAND

Newport
Haire, J. Russell

Providence
Boss, Henry M.
Conlan, Francis W.
Hebert, Felix
Kelly, Ambrose B.
Reynolds, Francis V.
Semple, Harold R.
Sherwood, Herbert M.

SOUTH CAROLINA

Charleston
Buist, George L.
Moore, Benjamin Allston
Rivers, George L. Buist

Columbia
Cain, Pinckney L.
Nelson, P. H.
Whaley, Thomas B.

Spartanburg
Carlisle, Robert M.
Daniel, C. Erskine

SOUTH DAKOTA

Mitchell
Robbie, Joseph H., Jr.

Pierre
Goldsmith, Karl

Rapid City
Whiting, Charles H.

Sioux Falls
Woods, M. T.

TENNESSEE

Bristol
Stant, Donald T.

Chattanooga
Duggan, Ben O., Jr.
Folts, Aubrey F.
Miller, Vaughn
Moore, Alvin O.
Noone, Charles A.

Clarksville
Daniel, W. M., Jr.
McReynolds, Robert L.

Cleveland
Bell, J. Hallman

Fayetteville
Holman, B. E.

Knoxville
Bass, Leslie
Cox, Taylor H.
McCormick, H. H., Jr.
McConnell, Robert M.
Poore, H. T.
Webb, D. C.

Memphis
Apperson, John W.
Armstrong, Walter P., Jr.
Braden, Emmett W.
Fitzhugh, Millsaps
Kuhn, Edward W.
McDonald, W. Percy
Nelson, Robert M.
Norvell, J. Woodrow
Taylor, Lowell

Nashville
Crownover, Arthur, Jr.
Davis, Lindsey M.
Denney, W. Raymond
Henry, Douglas
Maddin, John Keith
Manier, Miller
Manier, Will R., Jr.
McCary, Joe T.
McGugin, Dan E.
Peebles, James M.
Watkins, Thomas G.
White, J. Olin

Paris
Van Dyke, James W.

TEXAS

Abilene
McMahon, T. J.

Amarillo
Morgan, B. L.

Austin
Brown, Jay H.
Gay, Coleman

Beaumont
Bell, Major T.
Carrington, Edward C.
Cecil, Lamar

Keith, Quentin
 Marcus, David C.
 Mehaffy, James W.
 Tucker, John Graham

Big Spring
 Little, James

Dallas
 Bateman, Harold A.
 Brundidge, O. D.
 Ford, Logan
 Gardere, George P.
 Gowan, W. C.
 Grissom, Pinkney
 Head, Walton O.
 Holland, Robert B.
 Lancaster, J. L., Jr.
 Lipscomb, William
 Malone, Ralph Waldo
 Miller, Orrin
 Rice, J. Percival
 Strasburger, Henry W.
 Thompson, Will C.
 Touchstone, Lucian
 Touchstone, O. O.
 Wassell, Thomas W.
 Williams, Claude

El Paso
 Brown, Volney M.
 Hardie, Thornton
 Morton, R. A. D.

Fort Worth
 Cantey, Emory A.
 Crowley, S. A.
 Gooch, J. A.
 Parker, G. W., Jr.

Galveston
 Levy, Adrian F.
 McLeod, V. W.
 Mills, Ballinger

Houston
 Arnold, W. N., Jr.
 Brown, William Russell
 Cole, Robert L., Jr.
 Eidman, Kraft W.
 Freeman, John H.
 Gammage, Earl W.
 Gresham, Newton
 Kemper, W. L.
 Knapp, Frank J.
 Moody, L. Denman
 Morris, Larry W.
 Phillips, Thos. M.
 Schmidt, George L.
 Sewell, Ben G.
 Wood, A. C.

Midland
 Kerr, William L.
 Smith, James T.
 Turpin, Robert M.

Odessa
 McDonald, Martelle

San Angelo
 Sutton, John F., Jr.

San Antonio
 Birkhead, Claude V.
 Groce, Josh H.
 Lang, Sylvan
 Miller, John M.

Tyler
 Ramey, T. B., Jr.
 Sheehy, Joe W.

Waco
 Naman, W. W.

Wichita Falls
 Jones, Harold

UTAH

Salt Lake City
 Cannon, Edwin B.
 Moreton, Arthur E.
 Ray, Paul H.
 Shields, Dan B.

VERMONT

Rutland
 Ryan, Charles F.

VIRGINIA

Arlington
 Hagan, J. Foster

Bristol
 Stant, Donald T.

Charlottesville
 Duke, W. E.

Norfolk
 Black, Barron F.
 Hoffman, Walter E.
 Pender, William C.
 White, Harvey E.
 Williams, Leigh D.

Richmond
 Beverley, William Welby
 Bowles, Aubrey R., Jr.
 Epps, A. C.
 Gay, Thomas Benjamin
 Goddin, John C.
 May, Cutler
 May, John G., Jr.
 Parker, Alexander W.
 Smith, Forrest Stuart
 Wicker, John J., Jr.

Roanoke
 Muse, Leonard G.
 Shackelford, George S., Jr.

Salem
 Moyer, James I.

WASHINGTON

Seattle

Brethorst, Stephen W.
 Cook, Jo D.
 Gates, Cassius E.
 Kahin, George
 Karr, Payne
 Long, Stanley B.
 McKelvey, W. R.
 Morrow, Thomas L.
 Rode, Alfred
 Wakefield, Claude E.

Spokane

Lowe, R. E.

WEST VIRGINIA

Bluefield

Kemper, Albert S., Jr.

Charleston

Anderson, Wilson
 Guiher, James M.
 Jackson, Thomas B.
 Klostermeyer, Howard R.
 Lawson, Robert W., Jr.
 Morris, Stanley C.
 O'Farrell, William T.

Clarksburg

Guiher, James M.
 Robinson, Howard L.
 Stathers, William G.

Huntington

Marshall, E. A.

Martinsburg

Martin, Clarence E.
 Martin, Clarence E., Jr.

Parkersburg

Davis, Fred L.
 Hiteshew, H. O.

Wheeling

Curl, Joseph R.
 Goodwin, Russell B.
 Hugus, Wright

Williamson

Slaven, Lant R.

WISCONSIN

Appleton

Bradford, Alfred S.
 Parnell, Andrew W.

Beloit

Adams, H. W.

Fond du Lac

O'Neill, Edward T.

Green Bay

Bie, Walter T.
 Everson, E. L.
 Trowbridge, Frederick N.

Janesville

Ryan, Stanley M.

Kenosha

Richardson, Chester D.

La Crosse

Bunge, J. C.
 Engelhard, L. M.

Madison

Hart, Lawrence E.
 Jackman, W. L.
 Mathys, Clifford G.
 Schlotthauer, George McD.
 Snodgrass, Philip N.
 Sutherland, Robert J.
 Toebaas, Oscar T.

Manitowoc

Clark, W. J.
 Emmert, Dudley O.

Milwaukee

Borgelt, E. H.
 Dougherty, Glenn R.
 Grubb, Kenneth P.
 Hayes, Gerald P.
 Kasdorf, Clifford C.
 Kivett, Austin W.
 Kluwin, John A.
 Lamfrom, Leon B.
 Mehigan, Irving Patrick
 Prosser, F. H.
 Swanstrom, Gerald M.
 Wickham, Arthur

New Richmond

Doar, W. T.

Oshkosh

Dempsey, Ray C.

Racine

Heft, Carroll R.
 Myers, S. P.
 Whaley, Vilas H.

Rice Lake

Cameron, William A.
 Coe, Laurence S.

Sheboygan

Salinsky, Ben E.

Stevens Point

Beach, Joseph B.
 Schroeder, H. J.

Superior

Anderson, Rudolph E.
 Sprowls, John S.

Waukesha
Hunter, Richard N.

Wausau
Genrich, Fred W., Jr.
Smith, Charles F.
Sweitzer, J. Mearl
Terwilliger, Herbert

Wisconsin Rapids
Graves, R. B.

WYOMING
Cheyenne
Kline, Arthur
Swainson, Clarence A.